

INFORMATION FOR BID (IFB)
SOLICITATION NO.12-8214

CLOSED CIRCUIT TV SYSTEMS FOR PIEDMONT
PARK



500 West Fourth St. Suite 300
Winston - Salem, North Carolina 27101

Larry T. Woods
Chief Executive Officer

Information for bid Issued on February 15, 2012
Quotations Due By 3:00 P.M. March 22, 2012

IFB 12-8214 CLOSED CIRCUIT TV SYSTEM FOR PIEDMONT PARK

The Housing Authority of the City of Winston-Salem

February 15, 2012

Subject: Invitation for Bid (IFB) 12-8214
CLOSED CIRCUIT TV SYSTEMS FOR PIEDMONT PARK
To: Prospective Respondents

The Housing Authority of the City of Winston-Salem, NC (hereinafter called "HAWS") will receive sealed bids from organizations or individuals interested in providing services for installation of a Closed Circuit TV System for Piedmont Park Housing Development in Winston-Salem, NC 27105.

Sealed bids shall be due in BID BOX no later than March 22, 2012 at 3:00 p.m. local time at the following address: Housing Authority of the City of Winston-Salem, Procurement Department-First Floor, 500 W. 4th Street, Winston-Salem, NC 27101. NO BIDS WILL BE ACCEPTED AFTER THIS DEADLINE.

A Pre-Bid Meeting and General Walk-Thru will be February 29 at 10:00 a.m. at the Administration Office located at 1130 E 29th Street, Winston-Salem, NC 27105. Specifications will be available for those qualified at the Pre-Bid General Walk-Thru. Additional requirements pertaining to the submission package are detailed in the IFB. All questions regarding the information for bid should be submitted in writing to Carolyn M. Jones, Procurement Officer, Housing Authority of the City of Winston-Salem, 500 W. 4th Street, Procurement Department-Ground Floor, Winston-Salem, NC 27101. (Email, cjones@haws.org. Phone 336-727-8500, ext. 6084 & Fax 336-917-6084.) ATTENDANCE IS STRONGLY ENCOURAGED.

Bids which equals or exceed \$25,000 shall require a Bid Bond in an amount equal to 5% of the bid; in lieu of a certified check, or a bid bond in the above amount in accordance with G.S. 143-129, as amended by Chapter 1104 of the North Carolina Public Laws of 1951. Any firm submitting a bid must have all licenses, accreditation's and permits required to bid on and perform the scope of work contained in this package as required by all Federal, State, and Local agencies. In addition, a 100% Performance and Payment Bond will be required.

HAWS reserves the right to reject any and all bids and to waive any informality in bids wherever it is in the best interest of HAWS. HAWS also reserves the right to reject the bid of any bidder who has previously failed to perform, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materials-man or employees; or who is otherwise not a responsible bidder.

No oral interpretations will be given to any offeror as to the meaning or intent of the Contract Documents or be effective to modify any of the provisions of the documents. **NO QUESTIONS WILL BE ANSWERED AFTER THE DEADLINE OF March 15, 2012.**

No bid shall be withdrawn for a period of one hundred and twenty (120) days subsequent to the submission of offers, without the prior written consent of HAWS.

The successful candidate shall be required to possess all applicable licenses, certifications, insurance and bonding.

HAWS prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age, or disability and will pursue an affirmative policy of fostering, promoting and conducting business with minority owned enterprises.

SECTION 3 and MWBE CONTRACTORS ENCOURAGED TO BID
HOUSING AUTHORITY OF THE CITY OF WINSTON-SALEM
BY: Mr. Larry Woods
TITLE: CHIEF EXECUTIVE OFFICER

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The Housing Authority of the City of Winston-Salem

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1. PREVAILING WAGES

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The Contractor shall pay not less than the wages prevailing in the locality. The Contractor shall pay all laborers and mechanics employed in the development of the project no less than the wage rates contained in the attached wage determination decision number NC16.

2. M/WBE PARTICIPATION

It is the policy of HAWS to:

- a. Provide minorities and women equal opportunity for participating in all aspects of the project;
- b. Prohibit discrimination against any person or business on the basis of race, color, religion, age, sex, national origin, or handicap;
- c. Encourage good faith efforts to achieve participation by minorities and women; and
- d. Consider, in the award of contracts, the commitment of prospective contractors to that or a similar policy.

Accordingly, HAWS requires that all bidders make and demonstrate their good faith efforts to ensure that known Minority/Women's Business Enterprises (M/WBE's) are given the opportunity to participate in the project.

3. SECTION 3 - BUSINESS PREFERENCE EXPLANATION

- 1.0 Introduction: The purpose of this document is to, in simplified terms, explain to bidders/proposers major issues pertaining to the Section 3 Business Preference program required by the HA's funding source, the U.S. Department of Housing and Urban Development (HUD). Also, hereinafter, a Section 3 Business Preference will be referred to as "Preference."
- 2.0 What is Section 3?
 - 2.1 Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities, including Forsyth County, NC. Section 3 is intended to ensure that when a contractor has need to hire additional people as the result of receiving a contract from the Housing Authority of Winston Salem (HA), preference must be given to low- and very low-income persons residing in Forsyth County, NC (Section 3 resident), or Section 3 business concerns.
 - 2.2 The requirements pertaining to Section 3 apply only to purchases and contracts the HA completes for work--the requirements of Section 3 DO NOT apply to purchases or contracts the HA completes solely for commodities or equipment; meaning, "no work provided, no Section 3 required."
 - 2.3 Section 3 is race and gender neutral in that preferences are based on income-level and location.
- 3.0 What does the term "Section 3 resident" mean?
 - 3.1 A "Section 3 resident" is:
 - 3.1.1 a public housing resident of the HA; or
 - 3.1.2 a low- or very low-income resident of Forsyth County, NC.

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- 3.1.2.1 Low- and very low-income within Forsyth County, NC, is defined as residents within the following income levels for FY 2011 (Median Income = \$61,200):

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Very Low (50%)	\$21,450	\$24,500	\$27,550	\$30,600	\$33,050	\$35,500	\$37,950	\$40,400
Extremely Low (30%)	\$12,850	\$14,700	\$16,550	\$18,350	\$19,850	\$21,300	\$22,800	\$24,250
Low (80%)	\$34,300	\$39,200	\$44,100	\$48,950	\$52,900	\$56,800	\$60,700	\$64,650

Income Limit figures are based on FY2011 Fair Market Rent (FMR). For a detailed account of how these limits are derived, please see the (HUD FY2011 FMR documentation system) website report.

4.0 What does the term "Section 3 business concern" mean?

- 4.1 A "Section 3 business concern" is a business that can provide evidence that it meets one of the following:
- 4.1.1 It is 51% or more owned by a Section 3 resident; or
 - 4.1.2 At least 30% of its full time employees include person that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents; or
 - 4.1.3 Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications within the preceding 3.1.1 or 3.1.2.

5.0 Is participation in Section 3 optional?

- 5.1 Except for purchases or contracts solely for commodities and equipment, as a part of the solicitation the HA will offer all bidders and proposers the option of a Preference.
- 5.2 In response to a competitive solicitation (quotes; bids; RFQ's), bidders and proposers are not required to respond to the HA with a claim of a Preference (meaning, such claim is optional and failure to respond with a claim of a Preference will not cause the bidder or proposer to be deemed non-responsive); however, if a bidder or proposer does claim a Preference, then the HA will consider, investigate, and determine the validity of each such claim for a Preference.
- 5.3 Regardless of whether or not a bidder or proposer claims a Preference in response to a solicitation, the recipient of the award will be required to, "to the greatest extent feasible," implement the requirements of Section 3 during the ensuing awarded contract term.

6.0 Must a contractor receiving an award from the HA take part in the Section 3 program?

- 6.1 The short answer is "Yes," as detailed following, each contractor must, "to the greatest extent feasible," take part in the program.

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6.1.1 If the contractor wishes, he/she may claim a Preference during the competitive solicitation process (please see Attachment H-1, most specifically Section 2.0 thereon).

6.1.1.1 Pertaining to Quotations for Small Purchases (QSP's), the HA will give a Preference of 10% to any quoter deemed to be eligible to receive such Preference ("deemed," based on information the quoter submits in response to the QSP issued). This means that for a quoter deemed eligible to receive a Preference, though he/she, for example, submits a quote of \$10,000, such quote will be considered by the HA to be \$9,000 (10% less), even though, if awarded, the HA will pay the quoter the full \$10,000 originally quoted.

6.1.1.2 Pertaining to Invitations For Bids (IFB's), the HA will give a Preference based upon the following:

Preference = lesser of:	
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000 but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000 but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000 but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000 but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000 but less than \$1,000,000	5% of that bid, or \$40,000
At least \$1,000,000 but less than \$2,000,000	4% of that bid, or \$60,000
At least \$2,000,000 but less than \$4,000,000	3% of that bid, or \$80,000
At least \$4,000,000 but less than \$7,000,000	2% of that bid, or \$105,000
\$7,000,000 or more	1 1/2% of lowest responsive bid, with no dollar limit

6.1.1.3 Pertaining to Request For Proposals (RFQ's) and Request For Qualifications (RFQ/QBS), the HA will give a Preference based upon the following:

MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
	Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: (NOTE: A maximum of 15 points awarded).
15 points		Priority I, Category 1a: Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
13 points		Priority II, Category 1b: Business concerns whose workforce includes 30 percent of

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		residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
11 points		Priority III, Category 2a: Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
9 points		Priority IV, Category 2b: Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
7 points		Priority V, Category 3: Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
5 points		Priority VI, Category 4a: Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
3 points		Priority VII, Category 4b: Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
15 points		Maximum Available Preference Points (Additional)

- 6.1.2 It is possible that a contractor may demonstrate, to the HA's satisfaction, that he/she has made a good faith and reasonable effort to comply with the requirements of Section 3, but it is not feasible to implement any portion of the Section 3 program. Such failure must be fully documented by the contractor and approved by the HA or that contractor may be deemed not responsible by the HA and the contract may be, at the HA's discretion, not awarded or terminated.

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- 7.0 Be aware that, as detailed within §138.38, the following Section 3 Clause will be a part of every applicable contract the HA executes, and when a contractor executes the contract he/she is thereby agreeing to comply with the following:

SECTION 3 CLAUSE

- A. The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135, the contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of this regulation.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR, Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are

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subject to the provisions of Section 3 and Section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Subcontractor Compliance

Contractor agrees to include this Section 3 clause and the non-discrimination clause as outlined in Article 18 in every subcontract and agrees to take appropriate action upon a finding that the subcontractor is in violation. Contractor will not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135 or has violated the provisions of the non-discrimination clause as outlined in Article 18.

STATEMENT OF WORK

INVITATION TO BID (IFB) HAWS-12-8214

1. BACKGROUND

The Housing Authority of the City of Winston-Salem (HAWS), with its administrative offices located at 500 W. 4th Street, Suite 300, Winston-Salem, NC 27101, requires the Installation of CCTV Systems for Piedmont Park Homes located in, Winston-Salem, NC (as specified in the Scope of Work).

2. SCOPE/OBJECTIVE

The contractor shall provide all labor, materials, equipment and perform all operations necessary to install the CCTV Systems in Piedmont Park Homes, Winston-Salem, NC.

3. TECHNICAL CONSIDERATIONS

- A. The contractor shall be a dedicated security camera company with trained laborers/employees. The contractor will have 60 days to complete the job.
- B. The contractor shall have an adequate number of trained laborers/employees readily available.
- C. The contractor must furnish HAWS with certificates of insurance showing coverage in force throughout the time of this contract, in the amounts and types specified in the Special Conditions and HUD General Conditions. HAWS must be named as additional insured by endorsement policy and shall be given thirty (30) days prior written notice in the event of cancellation. Such must be submitted to HAWS within ten (10) days of Notice of Contract Award.

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- D. The contractor will obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.
- E. HAWS may require an audited financial statement to be submitted to assist in determining bidder's ability to perform the required services.
- F. **Liquidated Damages** - (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$200.00 (Contracting Officer insert amount) for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
 (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.
 (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

4. SUBMISSION REQUIREMENTS

A. GENERAL

The instructions below provide guidance for the preparation and submission of bids. Their purpose is to establish the requirements, format and content of bids so that they are complete, contain all essential information and can be evaluated fairly. Late submissions will be handled in accordance with the provision of HUD Form 5369 or 5369-A titled "Late Submissions, Modifications, and Withdrawal of Bids." **ALL FORMS MUST BE FILLED OUT IN BLUE INK.**

B. SUBMISSION PACKAGE

To be considered responsive, each contractor must submit the following information relative to its composition, qualifications, pricing and experience, in the order listed:

- (1) **Bid Form**
- (2) **Contractor's Certification of Subcontractors**
List any/all subcontractors to be used in the execution of this contract.
- (3) **Claims and Liability Coverage**
The contractor will certify liability coverage information in the minimum amount of \$1,000,000.00 (General Liability) and \$500,000.00 (Workman's Comp).

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- (4) HUD 5369A Representations, Certifications and other Statements
- (5) Non-Collusive Affidavit
- (6) A Construction Schedule Showing the Duration of Work
- (7) 5% Bid Bond
- (8) Addendums if applicable

C. INQUIRIES

Inquiries concerning the IFB should be submitted in writing to the issuing office: Housing Authority of the City of Winston-Salem, 500 w. 4th Street, Procurement Department-Ground Floor, Winston-Salem, NC 27101, Attention - Carolyn M. Jones, Procurement Officer, (cjones@haws.org / Fax 336-617-6084).

Answers to questions will be provided to all who respond giving due regard to the proper protection of proprietary information. No verbal requests for clarification or information will be accepted.

- a) Proposer's Responsibilities—Contact With the HA: It is the responsibility of the proposer to address all communication and correspondence pertaining to this IFB process to the (PO) Procurement Officer only. Proposer's must not make inquiry or communicate with any other HA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the Housing Authority of The City of Winston Salem to not consider a proposer submittal received from anyone who may has not abided by this directive.
- b) Addendums: All questions and requests for information must be addressed in writing to the Procurement Officer. The Procurement Officer will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the PO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the Housing Authority of the City of Winston Salem, and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposer. This does not mean that prospective proposers may not call the PO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the PO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the PO may more fairly respond to all prospective bidders in writing by addendum.

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BID FORM

We, the undersigned, having examined the IFB, including enclosed specifications, related documents, drawings, as well as the site of the proposed work, and being familiar with the existing conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby propose to furnish all labor, materials, equipment, except otherwise noted, and supplies, and within the time set forth therein, and at the prices stated in line-item format. This price shall cover all expenses incurred in the performance of the work required by the Contract Documents, of which this proposal is a component.

SINGLE BID - per Project - Submit bid in words and numbers. In the event of discrepancies, words shall prevail.

The bidder shall include all costs of any nature incidental to and growing out of the Scope of Work, including but not limited to, the cost of all, labor, primary materials/equipment, disposal of all trash and demolition materials, repair of any damaged surfaces to pre-contract conditions, and all else necessary to complete the project as specified, within the time requires. Any errors or omissions in the winning bidder's scope of work for its Contract, shall be the sole responsibility of the winning bidder (Contractor) and shall be remedied by the Contractor at its expense, without penalty and or additional charge to the Housing Authority of Winston-Salem.

Bids for the following Projects and Additional Projects shall be itemized on the attached form as installed costs per unit, as well as itemized as installed costs per Project. The attachment hereto outlines the specific Statement of Work to be completed. **ALL FORMS MUST BE FILLED OUT IN BLUE INK.**

_____ **BASE BID**
 Base Bid, written _____
 _____ **Dollars**

Unit Pricing:
 Pan Tilt Zoom Camera _____
 Fixed Camera _____
 Warranty 3 Yr. extended _____

The bidder shall include a removable sales tax cost in its bid unless otherwise noted. All other applicable taxes, fees, etc. related to the proposed work is to be included in its quotation unless otherwise noted.

The bidder agrees that the bid shall be held open and be irrevocable for a period of one hundred and twenty (120) calendar days after the scheduled closing time for bids. If a bidder has not been selected at the expiration of the 120 calendar days, an offer shall be extended to responsive bidders to change bids and update prices, if applicable.

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The bidder acknowledges that bid security is required for this proposal and that the bid security is hereby provided with the bid by one of the following:

(NOTE: One of the bid security types listed below MUST be checked with the appropriate security documentation included with the bid. If bid security is not provided, the bid shall be considered non-responsive. Bid security documentation will be returned to bidders not selected. The bid security documentation for all responsive bidders shall be retained by the Housing Authority of Winston-Salem until final selection and formal contract execution).

() Certified Check in an amount of five percent (5%) of the base bid.

CERTIFIED CHECK \$_____

**Bidder agrees to ensure that bid security in the form of a certified check shall be valid and in full force and effect for the irrevocable bid period of 120 calendar days as set forth above in this Bid Form.*

() Bid Bond in an amount of five percent (5%) of the base bid.

BID BOND \$_____

Upon receipt of written notice of the acceptance of this bid AND notice of approval of pre-qualification, the Bidder shall execute the formal contract within ten (10) calendar days and deliver a performance and payment bond as required in the Instructions to Bidders, HUD-5369, provided that a contract has already been executed by the Housing Authority. If a contract has not been executed between the contractor and the housing authority upon the bidder's receipt of a notice of intent of the acceptance and notice of pre-approval, The Housing Authority of Winston-Salem shall issue a Letter of Intent to Award and the bidder agrees to execute the formal contract and deliver a performance and payment bond as required in the Instructions to Bidders, HUD-5369, within ten (10) calendar days of execution of the contract with the Housing Authority.

Failure to execute the contract and provide said bonds may be grounds for cancellation of the written notice of acceptance of this bid.

Bidder agrees that work shall commence on the site no later than ten (10) calendar days after receipt of a Notice to Proceed.

Bidder acknowledges that the attached bid security in the sum of \$_____ shall become the property of the Housing Authority of Winston-Salem in the event that the contract and performance bond are not executed within the time set forth as liquidated damages for the delay and additional expenses to the Housing Authority of Winston-Salem caused thereby.

Signature of Principal_____

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Bidder acknowledges receipt of and compliance with the following Bid Forms & Bulletins:

BID FORMS/BULLETINS (Must be filled out in blue ink)

DATE/INITIALS

Instructions to Bidders (HUD-5369)	_____
Representations, Certifications, and Other Statements Of Bidders (HUD-5369-A)	_____
General Conditions for Construction (HUD-5370)	_____
Davis-Bacon Prevailing Wage (For all trades involved In the project for the geographical location of the project)	_____
IFB No. 12-8214	
Bid Form	_____
Bid Bond	_____
HUD Section 3 - Business Preference Explanation	_____
HAWS Section 3 - Business Preference Submittal Form	_____
Non-Collusive Affidavit	_____
Minimum Insurance Requirements(from 5370)	_____
Eligibility Letter from NC Dept. of Health and Human Services For Renovation Firm Certification	_____
Lead Renovations Firm Certification	_____
Individual Lead Renovators Certification	_____
Section 3 Business Certification from City of Winston-Salem Or other jurisdiction if applicable. See sample certification in Appendix 2.	_____
All Addendums (List total acknowledged_____)	_____
The contractor acknowledges time for completion of job IFB 12-8214 to be Sixty (60) days.	_____
The contractor acknowledges sample enclosed HAWS contract and by submitting bid, agrees to all stipulations in contract.	_____
Cost Section Breakdown from 3.6 in Scope of Work	_____

(Seal)

(if bid is by a corporation)

By: _____

(Name of Firm)

(Signature)

FEDERAL ID NUMBER

(Title)

or SOCIAL SECURITY NUMBER

(Business Address)

TELEPHONE NUMBER_____

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ATTACH THE FOLLOWING INFORMATION TO YOUR BID:

The vendors' proposals must include an itemized price list with the following;

- A. **Digital or Network Video Recorder (VR) systems** including features of each specific system and differences between them.
- B. **Cameras** listing all the different camera types available including a brief feature set for each one.
 - a. **Provide unit pricing for Pan-Tilt-Zoom Cameras and unit pricing for Fixed Mounted Cameras.**
- C. **Installation cost for the VR system** (please include what post installation support is included in this price).
- D. **Installation cost for the cameras** to include physical installation, camera focusing, and testing, as needed (please include what post installation support is included in this price).
- E. **Cost of client(s)**, if required, to view the cameras and stored images. Any limits to the number of cameras must be included in the proposal.
- F. **Price for three (3) year extended maintenance** either by hour, day, or service contract with service level options (this should include readjusting, and re-focusing of cameras and configuration of the system as may be necessary).
- G. **Cost of staff training and materials.**
- H. **Cost of Server hardware and software** (MS Server 2008).
- I. **Cost of Data Cabling** (minimum CAT5).
- J. **Support response schedule**, indicating distance from Piedmont Park and the maximum time to respond via phone and the time to arrive at Piedmont Park for support needs on a normal business day.

IFB 12-8214 CLOSED CIRCUIT TV SYSTEM FOR PIEDMONT PARKThe Housing Authority of the City of Winston-Salem

Non-Collusive Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says:

That he is _____

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit to cost element of said bid price, or that of any other or to secure any advantage against the Housing Authority of the City of Winston-Salem or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

(Bidder, if the bidder is an Individual)_____
(Partner, if the bidder is a Partnership)_____
(Officer, if the bidder is a Corporation)

Subscribed and sworn to before me

this _____ day

of _____, 2012.

My Commission Expires: _____
(Date)_____
(Notary Public)

IFB 12-8214 CLOSED CIRCUIT TV SYSTEM FOR PIEDMONT PARK

The Housing Authority of the City of Winston-Salem

SCOPE OF WORK**CLOSED CIRCUIT TV SYSTEMS FOR PIEDMONT PARK**

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Appendix No. 1

Scope of Work:

Security Camera System for Piedmont Park .

Part 1- GENERAL

1.1 DESCRIPTION

- A. Provide and install a server-based wireless digital video security camera system for the Housing Authority of Winston-Salem property known as Piedmont Park located at 1130 East 29th Street, Winston-Salem, North Carolina 27105. The products shall match or be an approved equal to the equipment installed at the agencies other development known as Cleveland Avenue Homes and to include 32 cameras including four (4) aluminum/steel poles installed per manufactures guidelines minimum camera height 14' above finished grade three (3) license tag cameras, eight (8) Pan-Tilt-Zoom cameras and one located within the office. The agency will provide two (2) large HD wall mounted 55" monitors, a separate PC workstation with I7 processor Win 7 professional operating system, 64 bit, 16GB RAM, AMD Radeon HD 6670 1 GB DDR5 Vostro graphics card, dual drives 16x 1-DVD+RW 1-DVD-ROM for viewing at the site office. All mounting/cabling for the site office to be provided and installed by contractor. Cabling must be CAT5 or higher grade. System shall be independent from the agencies devices. Server shall have MS Server 2008 installed from factory. Any necessary access software shall support clients utilizing Microsoft Windows versions including and subsequent to Microsoft Windows 2007. The PHA is looking for best system that has the ability to be expanded, be secure, and works in all types of weather and has bullet resistant lenses/casings. The system will need to be accessible remotely by WSPD/local police via in-car lap-tops and/or PDA devices preferably included the ability to operate Pan-Tilt-Zoom cameras remotely from said devices.
- B. Provide evidence of proper licensing and certification in the state of North Carolina for the proposed work to be performed, along with contracts to install an interactive CCTV system that demonstrates proper a (sub) contractor selection and supervision criterion that is equal to or exceeds installation standards.
- C. Provide labor, equipment and all required cabling, conduit and all other materials necessary to install the CCTV system. Poles may need to be placed on property to provide proper placement. The agency is providing all electrical/power connections that shall be coordinated by the authorities' electrical contractor. Work shall be completed within designated days of Notice to Proceed. Material estimate shall be achieved by site visit or other necessary methods undertaken by contractor to properly estimate costs for installation to include the following equipment:
- D. Provide and install license plate cameras at each entrance of development.
- E. The agency requires a system that will be capable of satisfying its security needs for a minimum of five years, with the capacity to expand by at least

50% over that time.

- F. The HAWS network infrastructure includes 10MB connectivity via fiber between the Piedmont Park site office and 500 W. 4th Street, Loewy Building and powered 1GB Ethernet switches in the designated equipment closets accessible in each building. The agency uses Cisco brand routers.

1.2 QUALITY ASSURANCE

The work in this section shall be subject to all applicable provisions of governing building codes and ordinances.

All workmanship will be carried out to the highest standard and great care taken to create minimal disruption to tenants/guests of these locations

Staff: Contractors staff and personal shall adhere to the Housing Authority of W-S contractors Code of Conduct at all times.

Work Area: The contractor shall maintain work areas in a clean and tidy condition at all times. Staff will check into the site office each work day before starting work. Upon completion of the work, all tools and debris shall be removed from the site of the work by contractor.

1.3 SUBMITTALS

- A. Construction Schedule and Schedule of Values.
- B. Product Data: Submit manufacturer's product specifications, performance data sheets and installation instructions.
- C. Shop Drawings: Submit plans, elevations, and details for work not fully shown by published product data; include rough in dimensions and service connection.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protection: Equipment shall be protected at all times from physical damage, dirt, water etc.
- B. Under no condition shall compactors be used for construction trash, or any other use other than what it was intended for.
- C. Protection: Contractor is responsible for protection/security of all material and equipment brought to the site.

2.0 PRODUCTS

System to meet minimum specifications listed below or be an approved equal.

exacqVision™ Video Management System Software

TECHNICAL SPECIFICATIONS

SECURITY SYSTEM

DIVISION – 28 ELECTRONIC SAFETY AND SECURITY

LEVEL 1__28 20 00 ELECTRONIC SURVEILLANCE

LEVEL 2__28 23 00 VIDEO SURVEILLANCE

LEVEL 3__28 23 19 DIGITAL VIDEO RECORDERS AND ANALOG RECORDING DEVICES

PART 2 – PRODUCTS

2.01 VIDEO MANAGEMENT SYSTEM SOFTWARE OVERVIEW

A. Basic Architecture.

The exacqVision Video Management System (VMS) software shall be used to view live and recorded video from IP cameras and video encoders connected to local and wide area networks. The VMS software shall have a Client/Server-based architecture that can be configured as a standalone VMS system with the Client software running on the server hardware and/or the Client running on any network-connected TCP/IP PC workstation. Multiple client workstations shall be capable of simultaneously viewing live and/or recorded video from one or more servers. Multiple servers shall also be able to simultaneously provide live and/or recorded video to one or more workstations. Included in the cost of the software shall be an unlimited number of client software applications.

B. IP Camera and Encoder Support.

The VMS software shall have an open architecture supporting IP cameras and encoders from multiple manufacturers providing best-of-breed solutions ranging from low-cost, entry-level features to high-resolution, megapixel features. A minimum of eight (8) IP camera manufacturers shall be supported from leading companies such as ACTi, Arecont Vision, AXIS, Basler, IQinVision, ioimage, Panasonic, Sanyo, Sony, StarDot, and Vivotek.

C. VMS Client Server Architecture.

The VMS software shall be based on a Client/Server architecture that provides a scalable platform, whereby each computer on a network is a client, a server, or both a client and a server simultaneously.

D. VMS Client Software.

A client is a computer system that accesses a remote service on another computer through a TCP/IP network. The VMS Client software displays and searches live and recorded video, audio, and alarms; and administers the VMS Server configurations.

1. One VMS Client application shall be installed in two different configurations depending on requirements. The VMS Client shall have

the same features, functions, and user interface in either configuration. The first client installation configuration shall be referred to as a Local Client, meaning the client resides on the same system that is local to the server. The second installation shall be referred to as a Remote Client, meaning it is installed on a different computer that is “remote” from the server and is connected to the server through a local or wide area network. All interaction (viewing live or recorded video and administration) with the server shall be performed through either the Local or Remote client.

2. When configuring a server with full administrative privileges with either a Local or Remote Client, all administration and configurations functions shall be identical. By having full administration and configuration features from a Remote Client, customers and installers shall not be required to administer features where the server hardware is physically located.
 3. Video recording shall be allowed to continue at all times during the administration and configuration of any feature of a server from either a Local or Remote. The VMS Client software shall have the same functionality when connected remotely as it does when it is run locally on the same computer as the server software.
 4. The VMS Client software shall operate on any of the following operating systems:
 - a. Microsoft Windows Server 2003/2008
 - b. Microsoft Windows XP (all versions)
 - c. Microsoft Windows Vista (all versions)
 - d. Microsoft Windows 7 (all versions)
 - e. Linux Ubuntu 6.06/8.04/10.04 Debian Package
 - f. Mac OSX (operating on Intel CPU)
 5. Any combination of VMS Client applications running on any of the supported operating systems shall be able to connect to view and retrieve live or recorded video from any of the VMS applications running on any of the operating systems. For example, an VMS Client running on Microsoft Windows Vista shall be able to simultaneously connect to four (4) different VMS Servers all running on a different operating systems, such as Windows Server 2003, Windows XP, Vista, and Linux.
- E. Thin Client Browser.
- A Client Browser shall allow connections to multiple VMS Servers simultaneously to display live video, recorded video, and PTZ commands. The Client Browser shall operate without installing any software. The VMS Server shall transcode the video into a JPEG file of the size as the browser screen before sending it to the browser. The Client Browser shall display

live or recorded video on a PC, Mac, Linux PC, PDA, iPhone, or CEL phone using the following browsers:

1. Internet Explorer 6, 7, 8 or 9
2. Firefox 2 or 3
3. Opera 9 and later
4. Safari 2 or 3
5. The Client Browser shall also connect with non-JavaScript browsers and shall be compliant with HTML 4.0 (www.w3.org).

F. VMS Client on Multiple Monitors.

The VMS software shall have the capability to run multiple client applications simultaneously on one workstation with multiple monitors. Up to twelve (12) monitors shall be configured on a single workstation with one (1) client application running on each monitor. Because decompressing video is CPU-intensive, the PC workstation shall have multiple core processors, with a recommendation of one core for each VMS client application.

G. VMS Server Software.

A server is a computer system that provides services to other computing systems (clients) over a TCP/IP network. The VMS Server software shall record and retrieve video, audio, and alarm data and provide it to the VMS Clients upon request. The VMS Server software shall operate on any of the following operating systems:

1. Microsoft Windows Server 2008

H. Standalone Client/Server.

A client and server can simultaneously reside and operate on one computer and communicate to each other through a TCP/IP loopback interface, a special IP address (127.0.0.1) that is designed for the client and server software to communicate with each other on the same computer. By combining the functionality of the VMS Client and Server software on one system, administrators shall be able to deploy both standalone and network configurations that can scale as required. The administrator shall have the added benefit of configuring and administering the VMS server with identical features either locally or remotely.

I. Edge-based Motion Detection.

When using motion-based video recording, the VMS server software shall be based on metadata generated by the edge network device. The edge network devices shall generate the metadata and transmit it with the video stream to the VMS server software. The motion detection feature of the edge device shall generate an alarm whenever movement occurs in the image. The VMS server software shall read the metadata from the edge device to

determine if motion occurred, and then it shall records video if it did occur. The benefits of using edge device motion detection vs. server (host processor) based motion detection shall include:

1. Reduced server processor speed requirements
2. Reduced server memory requirements
3. Reduced processor heat
4. Reduced CPU processor usage
5. Increased IP camera connectivity
6. Increased IP camera throughput

J. Licensing VMS Software.

The VMS server software shall have a feature to license the MAC address of the server hardware, either the integrated Ethernet controller or add-in Ethernet adapter. Licensing individual IP cameras or encoders shall not be required. Licensing the server shall simplify the installation and management of IP cameras or encoders by eliminating the need to provide additional MAC addresses for all the individual devices (IP cameras or encoders). If an IP camera or encoder fails to operate for any reason, an administrator shall be able to add a new IP camera or encoder to the VMS server software without obtaining a new license key.

K. Running as a Service.

The VMS server software shall run as a service. If the VMS Client software is shut down, the VMS server software service shall continue to record video and perform all other configured functions.

L. Installing and Updating VMS Client Software.

Installing a new release of the VMS Client software shall be accomplished by clicking on an icon in the Client software that connects to the Internet and provides an option to automatically download and install the updated software. If the user has already installed the most recent version of the VMS software, a message box shall be displayed with that information.

M. Installing and Updating VMS Software.

New releases of the VMS software shall be easily accessed from a website. The server software and client software shall be bundled in a single executable file. When running this executable, the VMS software shall give the user the option to install each individual component of the VMS software. The VMS Software shall also have an option for a silent install that allows the pushing of software upgrades for large deployments.

N. VMS Software Advanced Enterprise Features.

The VMS software shall not require an additional installation when using the Enterprise features; only a license change shall be required. The VMS software shall have the following Enterprise features:

1. Active Directory/LDAP integration – The VMS shall be able to use the Active Directory or LDAP features of an enterprise-class network to authenticate users and determine which permissions they will have on each servers.
 2. Enterprise User Setup – The VMS shall allow for a user's permissions to be configured across multiple servers from a single screen.
 3. Multi-Level Mapping – The VMS shall allow maps to be embedded inside of maps. When an event happens on a map that is embedded inside of a map, it shall transmit the alert to all parent maps and change the color of icon on the parent map and all subsequent parent maps.
 4. Overall Systems page – The VMS shall have a single page that displays the status of all servers currently connected. This page shall display any alarms or events that are currently occurring, MAC addresses, and license information from each individual server.
- O. Third-Party Software Integration
- The VMS software shall have three (3) methods of allowing third-party integration: Command Line, API, and Web SDK. The command line shall allow for the most basic of interfaces, calling up the appropriate video when requested using command line functionality. The API shall allow for a deeper interface, allowing video to be transmitted from the VMS software into the party software interface. The Web SDK shall use the web server to transcode the video and send it to the third-party software interface. The Web SDK method shall use standard HTML, XML, CGI, and JavaScript commands.

2.02 VIDEO MANAGEMENT SYSTEM SOFTWARE FEATURES

- A. Operating Modes.
- The VMS software shall have three main modes of operation depicted by three icons. Clicking on any of these icons below shall change the mode of operation:
1. Live Display Mode Icon allows users the ability view live video.
 2. Search Mode Icon allows users the ability to search for recorded video.
 3. Setup Mode Icon allows Administrators and Power Users the ability configure systems.
- B. Live Display Mode Features.
- A live display mode shall be used to view live video, Point of Sale data, and alarm information. The live display mode shall have the following features to navigate and view live video:
1. Layout Icons – The VMS shall be used to organize the camera video view panel in the following patterns:

- a. 1-camera (full-screen) layout
 - b. 4-camera (2x2) layout
 - c. 9-camera (3x3) layout
 - d. 12-camera (4x3) layout
 - e. 16-camera (4x4) layout
 - f. 20-camera (5x4) layout
 - g. 30-camera (6x5) layout
 - h. 48-camera (8x6) layout
2. Navigation Tree – The VMS shall display cameras, alarms, monitor, Point of Sale, and audio icons that are connected to the VMS server.
 3. Navigation Pane – The VMS shall display a hierarchy of cameras, audio input, and serial port input icons organized by Cameras (cameras connected to servers), Groups (logical grouping of cameras), Maps (cameras placed on maps), and Views (saved live display layouts). Clicking on navigation pane bars shall switch the navigation tree into the desired navigation tree display.
 4. Video View Panel – The VMS shall display video from cameras. Cameras shall be dragged from the navigation tree into the view panel to displayed their live video. If multiple video view panels are in a layout, video shall be moveable by dragging video from one view panel to another panel.
 5. About Icon – The VMS shall provide information about the version number of the client software in use. The VMS shall provide an option to update to the latest version of the client by clicking on a link in this section.
 6. Help Icon – The VMS shall provide context-sensitive documentation from the online user manual.
 7. Show/Hide Navigation Tree Icon – The VMS shall have the ability to hide the Navigation Tree.
 8. Full Screen Icon – The VMS shall enlarge the video display area by hiding the title and task bars.
 9. PTZ Control Icon – The VMS shall provide PTZ control that allows the maneuvering of a PTZ camera. The VMS shall also allow the calling of PTZ presets by either right-clicking on the camera cell and then selecting the PTZ Preset, or by clicking the PTZ Control Icon and then pressing the PTZ Preset number.
 10. Date and Time – The VMS shall display the current date and time.
 11. Soft Trigger Icon – The VMS shall allow the customization of the user interface to allow software triggers to be shown. The VMS shall allow the user to pick their own icon and select the software triggers to display in the client. The VMS shall also display the status of any soft triggers on connected VMS servers.
 12. Event Buttons - The VMS shall allow the user to monitor live video from a remote location using a separate client application. The VMS shall allow the user to send a notification (Soft Trigger) via the server housed at the location being monitored. The VMS Software client shall

allow the activation of Soft Triggers from the Live Video page by clicking a pre-configured icon.

C. Pan, Tilt, and Zoom (PTZ) Controls.

The VMS software shall control PTZ cameras and be used to maneuver a mechanical PTZ camera and digitally pan, tilt, and zoom on any video. The following methods of controlling a PTZ camera shall be available:

1. PTZ graphics control windows
2. Live graphic overlay PTZ control icons
3. Keyboard control (Up, Down, Left, Right Arrows; Page Up, Page Down for Zoom)
4. PTZ presets
5. Digital PTZ
6. USB joystick to control PTZ cameras
7. Proportional PTZ control by clicking the mouse in the center and moving it

D. Auto Replay of Recorded Video from Live Display Mode.

The VMS software shall replay recorded video from the Live Display Mode if the user right-clicks in the appropriate video view panel and selecting Replay. The user shall have the option of reviewing video in increments of 5 or 30 seconds; or 1, 5, or 15 minutes. The Replay window shall open and begin downloading the recorded video. A Scrub Bar shall track the progress of the download. The total number of frames in the video segment and the number of frames that have been downloaded shall be displayed in the status bar. The download shall end if the user clicks a Stop Download button.

E. Virtual Matrix Switching.

The VMS software shall activate virtual matrix switching if the user right-clicks in one of the live video panels and selects Event Monitor from a drop-down dialog menu and then selects a profile. Virtual Matrix Switching shall automatically show video as it is triggered. Virtual Matrix Switching shall be stopped if the user right-clicks in the active video panel and disables the active event monitoring profile.

F. Event Monitoring.

The VMS software shall activate event monitoring if the user right-clicks in one of the live video panels and selects Event Monitor from a drop-down dialog menu and then selects a profile. An Event Monitoring profile shall display a list of events that the user can click on to view. If a profile is configured for Event Monitoring mode, an Event Monitoring Box shall appear below a live video panel. The box shall be moveable and resizable. When a video event takes place, it shall be automatically listed in the box that can be clicked on to display the video. When events occur on two cameras at the same time, each event can be viewed for as long as

necessary. Event Monitoring shall be stopped if the user right-clicks in the active video panel and disables the active event monitoring profile.

G. Viewing Logical Camera Groups.

The VMS software shall have a feature for viewing logical groups of cameras. The VMS software shall also have a feature creating camera groups. This shall allow efficient viewing of cameras in a logical order. Once camera groups are configured, cameras shall be selectable in those groups if the user clicks on the Group button in the Navigation Pane.

H. Creating, Saving and Accessing Views.

The VMS software shall have a feature to organize your cameras into preset Views by selecting a Layout button in the Live mode and dragging the cameras to the appropriate spot on the Video View Panel. After saving a view, it shall be accessed by clicking the View button from the Navigation Pane. Selecting a view from the Live Views Site Tree shall display the camera layout in the Video View Panel. The VMS software shall have the capability to create and organize views into folders.

I. Video Tours.

The VMS software shall have the capability to automatically cycle through two or more saved views to create a Video Tour by selecting the desired views typing a description of the tour. A dwell time shall determine the amount of time, in seconds, that each view remains in the Video View Panel before the next view is displayed. The tour shall be activated by clicking on the saved tour description icon visible in the View Navigation pane.

J. Search Mode Overview.

The VMS software shall be used to search for and play back recorded video, audio, and events from VMS servers. The system shall also be capable of performing searches on multiple camera based on specific criteria. The VMS search software shall have the following features:

1. Input Selection Tree – a list of camera(s), audio input(s), or text data to search.
2. Navigation Pane – a list of cameras, video, audio, and events organized by cameras, groups, maps, and views.
3. Video Time Line – a time line of video displayed in increments of 5 minutes, or 1, 8, or 24 hours.
4. Zoom In (+) and Zoom Out (-) Buttons – zooms in and out on the video time line.
5. Camera Selection List – a list of cameras that have been selected from the camera selection tree.
6. Video Cursor – selects the segment of video to play back. Single-clicking shall move the video cursor to a new location; double-clicking shall start video playback.

7. Recorded Bar – bars that represent recorded video or audio.
 8. Video Playback Controls – includes the following controls:
 - a. Play video in reverse in fast (double) speed
 - b. Play video in reverse in normal speed
 - c. Stop video play
 - d. Play video forward in normal speed
 - e. Play video forward in fast speed
 - f. Play video forward one frame at a time
 - g. Play video backward one frame at a time
 9. Calendar – used to select the day of the video search
 10. Start Search Time – used to change the time of the video search
 11. Search Button –initiates a new video search based on changes that have been made in the camera selection tree, calendar, and start time.
 12. Video Playback Window – video window that video is played back in.
 13. Export Buttons – includes Save Picture, Save Video, Print Picture, and Burn to CD or DVD.
 14. Scrub Bar and Scrub Handle – used to quickly scrub back and forth through video.
 15. Stop Download Button – used to stop the download.
 16. Smart Search – allows search for occurrences of motion in specific areas of a video window.
- K. Multi Camera Search and Playback.
- The VMS software shall have the capability to search for and play back video from multiple cameras simultaneously. All recorded video shall be played back and displayed in a synchronized multi camera layout in one of the following screen layouts:
1. 4-camera (2x2) layout
 2. 9-camera (3x3) layout
 3. 12-camera (4x3) layout
 4. 16-camera (4x4) layout
 5. 20-camera (5x4) layout
 6. 30-camera (6x5) layout
 7. 48-camera (8x6) layout
 8. Selected pre-configured views
- L. Audio Search and Playback.
- The VMS software shall allow search and play back of audio in synchronization with video.
- M. Exporting Files.
- The VMS software shall have the capability to export video, maps, Point of Sale data, and audio files. To export a file, the user shall mark the starting and ending point of the video to export. After the VMS software has exported a video and/or audio file, it shall provide an option to burn the data

to a CD or DVD. The VMS software shall provide the option of exporting the file in the following formats:

1. Standalone Exe (*.exe) – includes an executable player with the video and audio data
2. AVI File (*.avi) – a multimedia container format
3. PS File (*.ps) – a format for multiplexing video and audio
4. QuickTime File (*.mov) – native for Macintosh computers

N. Copy, Save and Print Images.

The VMS software shall also be used to save and print an image. The VMS software shall have the capability to copy a picture to a clipboard and paste it into a document.

P. Standalone Player.

The VMS software shall have the capability to export video and audio files with an executable Standalone Player. Double-clicking on the executable Standalone Player shall start the application and open the video and/or audio files. The Standalone Player shall have the following features:

1. Screen Layouts:
 - a. 1-camera layout – full-screen layout
 - b. 4-camera (2x2) layout – simultaneous multi-camera playback
 - c. 9-camera (3x3) layout – simultaneous multi-camera playback
 - d. 16-camera (4x4) layout – simultaneous multi-camera playback
2. Video Playback Controls – includes the following playback controls:
 - a. Play video in reverse fast (double) speed
 - b. Play video in reverse in normal speed
 - c. Stop video play
 - d. Play video forward in normal speed
 - e. Play video forward in fast speed
 - f. Play video forward one frame at a time
 - g. Play video backward one frame at a time
3. Scrub Bar and Scrub Handle – used to quickly scrub back and forth through video.
4. Camera and Audio Tree – used to select video and audio for playback
5. File:
 - a. Open
 - b. Save Image
 - c. Copy to Clipboard
 - d. Save as AVI, PS, or QuickTime
 - e. Print
 - f. Exit
6. Options:
 - a. Show Camera Name
 - b. Show Timestamp

- c. Show Status Boarder
- d. Time-lapse Playback Interval
- e. Show Camera Tree
- f. Show Full Screen
- g. Font
- 7. Tools:
 - a. Authenticate- used to verify the video hasn't been tampered with or corrupted.
A keyed-Hash Message Authentication Code, or HMAC, is a type of message authentication code (MAC) calculated using a specific algorithm involving a cryptographic hash function in combination with a secret key. As with any MAC, it can be used to simultaneously verify both the data integrity and the authenticity of the data.
- 8. Right Click on Video:
 - a. Clear this video panel
 - b. Digital PTZ

Q. Setup Mode Overview and Features.

The VMS software shall be used by Administrators and Power Users to configure systems. A Setup Mode shall consist of a hierarchy of icons for configuring the systems, also called a configuration tree. Clicking on any of the icons in the configuration tree shall display a new screen for configuring the selected item. The configuration tree shall consist of the following icons and features:

- 1. My Systems
- 2. Adding System
- 3. Client Setup
- 4. Joystick Setup
- 5. Enterprise User Setup
- 6. Event Monitoring
- 7. Group Setup
- 8. Map Setup
- 9. System Information
- 10. System Setup
- 11. Add IP Cameras
- 12. IP Camera Recording Setup
- 13. IP Camera Setup
- 14. Audio Input Setup
- 15. Trigger Input Setup
- 16. Alarm Output Setup
- 17. Storage Setup
- 18. Serial Profile Setup
- 19. Serial Port Setup
- 20. Notifications

- 21. Instant Recall Setup
- 22. Event Linking Setup
- 23. Schedule Setup
- 24. User Setup

R. My Systems.

The VMS software shall have a feature for displaying systems that have been added to the Client software, including the system name, system status (connected or not connected), the IP address of the systems, licensing status, and software subscription status. If there is one standalone system (VMS Client and Server software running on the same server hardware), one system shall be displayed. If multiple systems are configured, the status of multiple systems shall be displayed. When connected to systems that are licensed as Enterprise systems, the subscription status, version, and alarm status shall also be displayed. Right-clicking the license information shall also display both the MAC address and license of each server.

S. Adding Systems.

The VMS software shall be used to configure the Client application to connect to VMS servers. Entering a VMS username, password, and IP address shall connect the Client application to the VMS for viewing live and recorded video. Multiple VMS shall be allowed to be added to the system list. Client applications shall be able to connect to multiple servers simultaneously. After a system has been added to the Systems List, the Client shall automatically connect to the system. All authorized video viewing, searching, and system configuration functions shall be available to the Client application.

T. Client Setup.

The VMS software shall be used to configure the Client software based on personal preferences, including the following:

- 1. Live video border display status (on or off) and PTZ focus
- 2. VGA acceleration options
- 3. Time-lapse playback speed
- 4. Configuration icon for restricted users (show or don't show)
- 5. Event button customization
- 6. Color customization display options for:
 - a. Motion recording
 - b. Alarm recording
 - c. Free run recording
 - d. PTZ focus
 - e. Event Monitoring

U. Joystick Setup.

The VMS software shall be used to configure any standard USB joystick to work with the VMS Client workstation. There shall be Position Controls that can be adjusted to personal preferences. The sensitivity of the joystick shall be adjusted by moving the Sensitivity slide bar to the left, making it less sensitive; or to the right, making it more sensitive. Features shall also alter the north and south movement of the camera or view. When the Invert Y Axis checkbox is selected, the PTZ camera view shall move north when the joystick is moved down and South when it is moved up. This shall be reversed by deselecting a Invert Y Axis checkbox. The camera or camera view shall zoom in or out by twisting the joystick to the right or left, depending on personal preference. When the Invert Rudder checkbox is selected, the camera shall zoom in by twisting the joystick the left and zoom out when it is twisted to the right. Deselecting the Invert Rudder checkbox shall reverse the zoom control. One or more of joystick buttons shall be programmed by using a drop-down menu to select the following settings:

1. PTZ Zoom In/Out
2. Increase/Decrease PTZ Zoom Speed
3. Increase/Decrease PTZ Pan/Tilt Speed
4. Next/Previous Video Panel
5. View This Camera Only
6. Toggle Digital PTZ
7. Traverse the Camera Tree
8. Go to PTZ Preset Number 1-16
9. Open the Find Camera dialog

V. Enterprise User Setup

The VMS software shall allow the configuration of the same user accounts across several servers from the same interface. The Enterprise User Setup shall allow an administrator to create a user account, assign a password, and assign a Group, and then choose the servers on which the user should have permissions.

W. Event Monitoring Setup.

The VMS software shall be used to configure the VMS Client to react to events that take place on servers to which it is connected. To activate the event monitoring feature, the user shall create and define a new event monitoring profile — a set of actions such as the playing of live video or an alarm sound — triggered by sources such as video motion and input triggers. Each profile shall then be activated and assigned to a specific video panel by the user. The following event monitoring profiles shall be available:

1. Virtual Matrix.
A Virtual Matrix profile shall automatically show video as it is triggered. For example, if there is a series of entrances in one profile,

each time any of the entrances is triggered the video panel could switch to the camera displaying the most recent door motion.

2. Event Monitor.

An Event Monitor profile shall display a list of events that the user can click on to view. For example, instead of the video panel automatically switching to the camera displaying the most recent door opening, the event could be added to a list. The user could then click on the item to display the video, even if events occur on two cameras at the same time. Instead of seeing each event for a split second, the user shall see each event for as long as needed. After the Event Monitoring Profiles have been created, the user shall activate them in the VMS Client software.

X. Group Setup.

The VMS software shall be used to create logical groups of cameras from cameras connected to a single or multiple VMS servers. The logical groups of cameras shall be displayed in the navigation tree hierarchy of cameras. For example, with two VMS servers with 50 IP cameras each in a four story building and 25 cameras on each floor, the user could create four named groups consisting of 25 cameras each. In addition to monitoring live video, groups shall be used for searching video. In the search video feature, the user shall click on the Groups navigation pane then select the group and search.

Y. Map Setup

The VMS Software shall allow the user to place video cameras on a map to show where they are located and which direction they are facing. The map shall be created using any readable graphics format. The VMS software shall be able to display live and recorded video from this map and detect any events or status changes occurring on those cameras. When using an Enterprise class license, the VMS software shall be able to embed maps within maps. When an event happens on a map that is embedded inside of a map, it shall display the alert on all parent maps and change the color of icons on the parent map and all subsequent parent maps.

Z. System Information.

The VMS software shall be used to display system information about users that are currently logged into the system, plug-in file version information number and status, and a system log that contains a detailed history of the process that occur on the system. The system log shall be viewed by selecting the start and end date and time and clicking on the search button. The system log shall also be exportable to a file name and opened with a text editor. A log settings feature shall give the user the ability to set the maximum days that logged alarms and the system logs are kept on the system.

AA. System Setup.

The VMS software shall have the following features to set up VMS servers:

1. System name
2. Time and date
3. Time zone
4. Time server
5. Network settings (hostname, IP address, network, gateway and DHCP status)
6. Bandwidth settings
7. License key – required to add the number of IP cameras needed for the system. A user shall obtain a license key by providing your network adapter hardware MAC address to the VMS software manufacturer. The VMS software manufacturer shall provide a license key that must be entered manually in the license key edit fields or imported from a file.
8. Importing and Exporting System Settings – every feature in the system that is configured through the Setup Mode site tree shall have the ability to be imported or exported to or from other systems.
9. Active Directory/LDAP – the VMS software shall be configured to connect to a LDAP or Active Directory server. This shall allow the VMS software to authenticate users and groups in an enterprise environment and assign permissions to them.

AB. Add IP Cameras.

The VMS software shall be used to add IP cameras to the VMS server. After IP cameras have been added to a list of IP cameras on the VMS server, the VMS Client software shall be used to configure the IP camera settings and view live and recorded video.

AC. IP Camera Recording Setup.

After IP cameras have been added to the VMS server, the VMS software shall be used to enable IP cameras to record video, select the recording resolution, and select the image-per-second (IPS) recording rate. Each IP camera shall be individually configurable. If a camera has been connected to a VMS server and the camera is producing a video signal, the VMS Client software shall automatically detect the video signal and record video. To disable recording, the user shall select a checkbox. The VMS software shall be used to change individual camera resolutions by clicking on a record resolution drop-down menu and selecting QCIF, CIF, 2CIF, D1, VGA, 1M, 1.2M, 1.3M, 1.9M, 2M, 3.1M, 5M, or 10M resolution. Camera resolutions shall vary depending on the IP cameras selected and added to the VMS server.

AD. IP Camera Setup.

The VMS software shall be used to configure individual IP camera settings such as camera name, onscreen display, PTZ preset settings and tours,

digital PTZ presets, video settings (brightness, contrast, saturation and sharpness), recording quality, compression format (MPEG-4, H.264 or JPEG), pre-motion recording, crop window, motion masks (sensitivity, percentage, include, and exclude), and video masks. Some of the settings shall vary depending on the type, model, and features of IP camera selected and added to the VMS server.

AE. Audio Input Setup.

The VMS software shall be used to configure audio input names and enable audio inputs for recording. The VMS software shall be installed with the audio inputs disabled due to legal restraints on audio recording in some jurisdictions. To assign a new, logical name for the audio input channel, the user shall highlight the default name and type the new name. The user shall enable the audio input channel by selecting a checkbox. A listen feature shall allow verification of the audio input connected to a channel. The user shall select a checkbox to hear the audio from the corresponding input channel. To stop the live audio feed, the user shall deselect the checkbox.

AF. Trigger Input Setup.

The VMS software shall be used to configure input trigger names and the Normal State (NO = Normally Open and NC = Normally Closed) of the triggers. The user shall assign new logical names and optionally change the Normal State from the default of NO to NC. The user shall verify the proper operation of the input state on the Trigger Input setup screen by observing the Status state, which shall switch between Normal and Alarm. By default, the Normal State shall be set to NC (Normally Closed). The Status state shall switch from a green NORMAL to a red ALARM indicating that an alarm has been detected. The alarm shall be linked to an action such as recording video or triggering a relay by use of the Event Linking feature.

AG. Alarm Output Setup.

The VMS software shall be used to configure alarm output names and set the Normal State of the IP camera's output triggers. The user shall assign new logical names and change the Normal State of the Alarm Outputs from the default of Hi (5 VDC) to Lo (0 VDC). The Status shall be NORMAL in either the Hi or Lo Normal State setting until an event from the Event Linking feature activates an ALARM status. The user shall verify the proper operation of the output state by observing the Status state, which switches between Normal and Alarm. By default, the Normal State shall be set to Hi (5 VDC).

AH. Storage Setup.

The VMS software shall be used to configure hard drives for video storage. The VMS software shall be installed on your C: drive, and separate disk drives shall be used for video storage. The video storage disk drives shall be designed for high-duty-cycle. Disk drives shall be visible during

configuration for review and adjustment. The VMS software shall enable or disable a drive for video storage by selecting or deselecting the enabled feature during storage setup. The entire disk drive shall be used or an upper limit shall be selected by adjusting a video space slider. The VMS software shall have a feature to display the used space that displays the amount of the disk drive capacity used for storage. The VMS software shall display the status of a healthy or missing disk drive. Another feature shall indicate the age of the oldest video recorded on this system. The VMS software shall capture images periodically (time lapse recording) even if the cameras are set to record only upon motion or alarm. The user shall select the desired time lapse increment in hours, minutes, or seconds. Selecting zero shall disable this feature. The VMS shall also have the ability to enforce storage rules on a per-camera basis and allow the user either to limit the number of days of recording or to retain the video for a specific number of days. When the setting is configured to limit the number of days of recorded video, the VMS software shall delete any video older than the selected number of days. When the VMS software is configured to keep the video for a specific number of days, it shall maintain the recorded video to the exclusion of recording all other video.

AI. Serial Profile Setup.

The VMS software shall be used to create and view transaction profiles so that character strings such as cash register receipts, ATM transactions, or access control transactions can be viewed with live or recorded video. Event keywords shall trigger a system alarm or action. Recorded video shall be searched and retrieved using a search serial feature. The user shall also be able to indicate the beginning and end of transaction key words.

AJ. Serial Port Setup.

The VMS software shall provide two ways to receive serial data and control PTZ cameras. The VMS software shall allow the user to create a physical connection to the serial port or communications port on the back panel of the server. The VMS software shall also allow the user to transmit serial data over a network connection in ASCII format. The VMS software shall be used to configure serial ports on the VMS server so that they can be used to communicate with serial devices such as Point of Sale terminals or PTZ cameras. The VMS software shall provide a choice for configuring the serial port, including Unused, POS (Point Of Sale), or PTZ (Pan Tilt Zoom). The PTZ option is used to control the motion of a PTZ camera. The VMS software shall default to Unused until it is otherwise configured. A unique name shall be assigned to the port. The VMS software shall also allow the user to receive data over the network using three different methods: HTTP, TCP, and sending data to a specific port on the server.

AK. Notifications.

The VMS software shall be used to configure an e-mail server and message profile that will send an email message when an event occurs. The user shall use the Event Linking feature to configure the events that should cause an email message to be sent. The E-mail Server Configuration feature shall allow the user to configure the outgoing SMTP mail server that should be used to send email from the VMS server. The VMS software shall also support SSL and TLS connections for transmissions of the mail.

AL. Instant Recall Setup.

The VMS software shall have a feature to export a video segment from specific cameras or audio inputs to a CD or DVD upon an input trigger or other event being activated. The software shall also send an email or text message notifying the recipient that the input trigger has been activated. The VMS software shall be used to create a profile that determines the number of minutes of recorded video that occurs before and after the instant recall is activated that is recorded. The Event Linking feature shall be used to link the profile to the type of event that should cause the video and audio segment to be exported.

AM. Event Linking.

The VMS software shall be used to connect different types of events, such as input triggers, to a desired action such as recording video or triggering an alarm. An event shall activate an action and be stored in a searchable database. The VMS software shall recognize the following event types:

1. Video Motion
2. Video Loss
3. Input Trigger
4. POS Port
5. POS Profile
6. Health
7. IP Camera Connection
8. Manual Event-Soft Trigger
9. Analytics

AN. The VMS software shall recognize the following action types:

1. None
2. Record Video
3. Output Trigger
4. Output Video 1
5. Notify – email and text notification
6. Instant Recall
7. PTZ Preset

AO. Pre and Post Triggers shall be used to trigger certain action types before and after an event occurs. For example, if a door opening is set to trigger video recording, a Pre and/or Post Trigger shall be configured to capture the video for up to 100 seconds before and/or after the door opened.

AP. Event Buttons.

The VMS software shall be used to assign manual events or soft triggers to event buttons. When an event button is assigned, the VMS software shall activate trigger by manually clicking on an event button.

AQ. Schedule.

To maximize the amount of storage on your VMS server, the user shall be able to schedule camera, audio, and event recording based on individual needs. For example, the user shall be able to configure recording video during business hours, but record only motion or event video after business hours. The VMS software shall be used to configure camera and event recording schedules. By default, the VMS software record motion as the default schedule. The default Event schedule shall be event recording, as configured in the Event Linking feature. The system shall have the following modes of video recording:

1. Motion (Blue) means video is recorded when motion is detected.
2. Free Run (Green) means video is continually recorded nonstop.
3. Alarm (Red) means video is recorded when there is a triggering event.
4. Off (White) means video is no video recorded.

AR. The system shall have the following scheduling features:

1. Day – customize the recording schedule by day
2. Camera – customize the recording by camera
3. Event – enables or disables events for a particular time and day
4. Audio – customize the audio recording schedule

AS. Users Setup.

The VMS software shall be used to add or delete users of the VMS server. The User Setup screen shall allow the user to configure a user group access level and the cameras they have access to viewing. A user shall have the ability to login to view live and recorded video. Adding a new user to the VMS server shall consist of creating a username, password, and group access level (also know as privileges or access rights). Users shall be assigned to one of four pre-defined groups, or a custom user group shall have different level of access to system features. The system shall have the following pre-defined group access levels:

1. Administrator: Has access to all features of the system.
2. Power User: Has access to all features except adding or deleting users.

3. User Admin: Has access to view live video, search recorded video, and add and delete users.
4. Restricted: Has access to view live video and search recorded video.

The User Group drop-down list shall also contain all custom User Groups that have been previously created. When a user selects a User Group, the Custom User Permissions and Custom User Privileges section shall display the permissions and privileges granted to that User Group. The Custom User Privileges section shall contain the following list of privileges that can be assigned to a user:

- Allow Live Viewing
 - Available in Live Cameras
 - Available in Live Groups
 - Available in Live Views
 - exacqReplay
 - Allow PTZ
 - Include in Event Monitor
- Allow Searching
 - Available in Search Cameras
 - Available in Search Groups
 - Available in Search Views
 - Available in Search Events
 - Save Image and Copy to Clipboard
 - Print Image
 - Burn Disc
 - Export Video
 - Smart Search
- Configuration
 - User Admin
 - View Admin

2.03 VIDEO MANAGEMENT SYSTEM HARDWARE

A. Server Requirements.

The VMS server software shall operate on the following minimum required hardware:

1. Processor: Dual core processor or greater
2. Graphics: 1280x1024x32 bits
3. RAM: 8 GB
4. NIC: 10/100/1000BASE-T Ethernet
5. Hard Disk - 500 GB Minimum:
 - a. Western Digital Enterprise Drives, WD RE4 SATA or WD RE SATA (or)
 - b. Seagate Barracuda ES.2 SATA

- c. 30GB shall be reserved for the Operating System and VMS server software
- 6. Operating Systems:
 - a. Microsoft® Windows 2008 Server

B. Client Workstation Requirements.

The VMS client software shall operate on the following minimum required hardware:

- 1. Processor: Intel® Celeron® Processor 420 at 1.6 GHz or greater
- 2. Graphics: 1280x1024x32 bits
- 3. RAM: 1GB
- 4. NIC: 10/100/1000BASE-T Ethernet
- 5. Hard Disk: 80GB Serial ATA drive
- 6. Operating Systems:
 - a. Microsoft® Windows XP (all versions) (or)
 - b. Microsoft® Windows 7 (all versions)

C. Multi Monitor Client Workstation Requirements. (4 VGA monitors at up to 1920x1200 resolution)

The VMS client software shall operate on the following minimum required hardware:

- 1. Processor: Intel® Core i7 Processor 720 (1.6GHz, 6MB L2, 1066) or greater
- 2. Graphics: Multi-Output Display Adapter
- 3. RAM: 2GB
- 4. NIC: 10/100/1000BASE-T Ethernet
- 5. Hard Disk: 80GB Serial ATA drive
- 6. Operating Systems:
 - a. Microsoft® Windows XP
 - b. Microsoft® Windows 7 (all versions)

DATASHEET

AXIS P13 Network Camera Series comprises of indoor and outdoor-ready fixed cameras that deliver superb image quality with H.264 compression and are ideal for high-performance surveillance in any indoor or outdoor environment. The megapixel models also deliver HDTV video.

AXIS P13 Network Camera Series

Superb image quality for video surveillance in any environment.

AXIS P13 Series ranges from VGA-resolution cameras to 5-megapixel AXIS P1347 and AXIS P1347-E cameras, which also provide HDTV 1080p video. Most models are available in both indoor and “-E” outdoor-ready versions. The SVGA and megapixel cameras provide wide dynamic range, and day and night functionality for superb image quality in daylight and dark conditions.

The 3- and 5-megapixel cameras also offer the unique and revolutionary P-Iris control, which allows the cameras to precisely control the iris position to optimize depth of field and lens resolution for optimal image sharpness.

All AXIS P13 cameras deliver multiple H.264 and Motion JPEG video streams. H.264 greatly reduces bandwidth and storage needs without compromising image quality. With AXIS P1311, MPEG-4 Part 2 is also supported.

All SVGA and megapixel models have a remote back focus function that enables the focus to be fine-tuned from a computer. The same models also offer digital pan/tilt/zoom, and the 3- and 5-megapixel cameras additionally provide multi-view streaming.

AXIS P13 cameras support Power over Ethernet (PoE) for easy installation. The outdoor-ready models operate using PoE and High PoE in temperatures from -40 °C to 50 °C (-40 °F to 122 °F).

AXIS P13 Series offers fixed network cameras suitable for a range of video surveillance applications, including government and industrial buildings, retail environments, airports, railway stations and schools.

High-performance indoor/outdoor cameras

Easy installation with focus assistant, remote focus and pixel counter

Setting the focus on all AXIS P13 cameras is made easy with the focus assistant, which indicates with a flashing green LED when an image is in focus after manually adjusting the lens. Additionally, the SVGA and megapixel models offer remote back focus, which allows the focus to be fine-tuned from a computer. The pixel counter further helps the installer verify that the pixel resolution of an object fulfills regulatory or customer requirements, for example, for facial identification.

Outdoor-ready models

AXIS P13-E Network Cameras save installation time and costs since they are ready out of the box for mounting outdoors. The IP66-rated cameras have protection against dust, rain, snow and sunlight, and

can operate in temperatures as low as -40 °C (-40 °F). The cameras are powered by Power over Ethernet, which makes installation easy since there is no need for a separate power cable. An integrated dehumidifying membrane eliminates any humidity caught in the camera enclosure during installation. The cameras enable easy mounting of an infrared illuminator under the enclosure. They come with a wall mount bracket, sunshield and an Ethernet cable with a pre-mounted gasket.

Digital PTZ and multi-view streaming

The SVGA and megapixel camera models support digital pan/tilt/zoom, which allows a selected area of interest to be cropped from the full view for viewing or recording, thereby minimizing the bit rate and storage needs. The 3- and 5-megapixel cameras also support multi-view streaming, which allows several cropped view areas to be streamed simultaneously, simulating up to eight virtual cameras.

Multi-view streaming with AXIS P1346/-E and AXIS P1347/-E Network Cameras

One camera Full overview enabling cropped view areas

Multiple virtual camera views

(up to eight views possible)

P-Iris control

The 3-megapixel AXIS P1346/-E and the 5-megapixel AXIS P1347/-E cameras feature a new and advanced precise iris control, P-Iris, that sets new image quality standards for fixed cameras. It comprises a special P-Iris lens together with specialized software in the camera to enable the camera to set the best iris position for optimal image contrast, clarity, resolution, and depth of field. Having good depth of field—where objects at different distances from the camera are in focus simultaneously—allows more of a scene to be clearly visible.

P-Iris is especially beneficial for megapixel cameras as it can help the cameras maintain the delivery of crisp, high-resolution images, even in difficult lighting situations. P-Iris uses the same type of connector and cable as the traditional DC-iris control, which is also supported by the 3- and 5-megapixel cameras for backward compatibility.

For more on P-Iris and iris controls, go to:

www.axis.com/corporate/corp/tech_papers.htm

Models: indoor AXIS P1311: VGA resolution

AXIS P1343: SVGA resolution, day and night

AXIS P1344: 1 MP/HDTV 720p, day and night

AXIS P1346: 3 MP/HDTV 1080p, day and night

AXIS P1347: 5 MP/HDTV 1080p, day and night

Models: outdoor AXIS P1343-E: SVGA resolution, day and night

AXIS P1344-E: 1 MP/HDTV 720p, day and night

AXIS P1346-E: 3 MP/HDTV 1080p, day and night

AXIS P1347-E: 5 MP/HDTV 1080p, day and night

Image sensor AXIS P1311: Progressive scan RGB CMOS 1/4"

AXIS P1343/-E: Progressive scan RGB CMOS 1/4"

AXIS P1344/-E: Progressive scan RGB CMOS 1/4"

AXIS P1346/-E: Progressive scan RGB CMOS 1/3" (effective)

AXIS P1347/-E: Progressive scan RGB CMOS 1/2.5"

Lens All AXIS P13 cameras use CS-mount lens

AXIS P1311: 4.0 mm: 48° view*, F1.2, fixed iris

AXIS P1343/-E: Varifocal 3-8 mm: 59° - 25° view*, F1.4, DC-iris

AXIS P1344/-E: Varifocal 3-8 mm: 72° - 28° view*, F1.2, DC-iris

AXIS P1346/-E: Varifocal 4-10 mm: 61° - 29° view*, F1.8, P-Iris;

DC-iris lenses also supported

AXIS P1347/-E: Varifocal 3.5-10 mm: 77° - 28° view*, F1.6, P-Iris;

DC-iris lenses also supported

*horizontal angle of view

Day and night AXIS P1343/-E, AXIS P1344/-E, AXIS P1346/-E, AXIS P1347/-E:

Automatically removable infrared-cut filter

Minimum

illumination

AXIS P1311: Color: 0.6 - 30000 lux, F1.2

AXIS P1343/-E: Color: 0.3 lux, B/W: 0.05 lux, F1.4

AXIS P1344/-E: Color: 0.3 lux, B/W: 0.05 lux, F1.2

AXIS P1346/-E: Color: 0.6 lux, B/W: 0.08 lux, F1.8

AXIS P1347/-E: Color: 0.5 lux, B/W: 0.08 lux, F1.6

Shutter time AXIS P1311: 1/5000 s to 1/4 s

AXIS P1343/-E, AXIS P1344/-E: 1/24500 s to 1/6 s

AXIS P1346/-E: 1/35500 s to 1/6 s

AXIS P1347/-E: 1/25500 s to 1/6 s

Video

compression

AXIS P1311: H.264 (MPEG-4 Part 10/AVC), Motion JPEG, MPEG-4 Part 2

AXIS P1343/-E, AXIS P1344/-E, AXIS P1346/-E, AXIS P1347/-E:

H.264 (MPEG-4 Part 10/AVC), Motion JPEG

Resolutions AXIS P1311: 640x480 (VGA) to 160x120

AXIS P1343/-E: 800x600 (SVGA) to 160x90

AXIS P1344/-E: 1280x800 (1 MP) to 160x90

AXIS P1346/-E: 2048x1536 (3 MP) to 160x90

AXIS P1347/-E: 2560x1920 (5 MP) to 160x90

Frame rate

MPEG-4 Part 2

AXIS P1311: 30 fps in all resolutions

Frame rate

H.264/

Motion JPEG

AXIS P1311, AXIS P1343/-E, AXIS P1344/-E: 30 fps in all resolutions

AXIS P1346/-E, AXIS P1347/-E: 3 MP mode: 20 fps in all resolutions; HDTV 1080p (1920x1080) mode and 2 MP 4:3 (1600x1200) mode: 30 fps in all resolutions

AXIS P1347/-E: 5 MP mode: 12 fps in all resolutions

Video streaming Multiple, individually configurable streams in H.264 and Motion JPEG (as well as MPEG-4 Part 2 with AXIS P1311)

Controllable frame rate and bandwidth

VBR/CBR H.264

Multi-view streaming

AXIS P1346/-E: Up to 8 individually cropped out view areas. When streaming 5 view areas in VGA resolution, the rate is 20 fps per stream in H.264/Motion JPEG (3 MP capture mode)

AXIS P1347/-E: Up to 8 individually cropped out view areas. When streaming 4 view areas in VGA resolution, the rate is 12 fps per stream in H.264/Motion JPEG (5 MP capture mode)

Pan/Tilt/Zoom AXIS P1343/-E, AXIS P1344/-E, AXIS P1346/-E, AXIS P1347/-E: Digital PTZ, preset positions, guard tour

Image settings Compression, color, brightness, sharpness, contrast, white balance, exposure control, exposure zones, backlight compensation, fine tuning of behavior at low light, rotation

Text and image overlay, privacy mask

AXIS P1343/-E, AXIS P1344/-E, AXIS P1346/-E, AXIS P1347/-E: Wide dynamic range - dynamic contrast, mirroring of images

Audio streaming Two-way

Audio compression

AAC LC 8/16 kHz, G.711 PCM 8 kHz, G.726 ADPCM 8 kHz

Configurable bit rate

Audio input/output

External microphone input or line input, line output

AXIS P1311/P1343/P1344/P1346/P1347: Built-in microphone

Security Password protection, IP address filtering, digest authentication, HTTPS encryption**, IEEE 802.1X network access control**, user access log

Supported protocols

IPv4/v6, HTTP, HTTPS**, QoS Layer 3 DiffServ, FTP, SMTP, Bonjour, UPnP, SNMPv1/v2c/v3(MIB-II), DNS, DynDNS, NTP, RTSP, RTP, TCP, UDP, IGMP, RTCP, ICMP, DHCP, ARP, SOCKS

Application Programming Interface

Open API for software integration, including VAPIX® from Axis Communications, available at www.axis.com

AXIS P1347/-E: API also includes AXIS Camera Application Platform from Axis Communications, available at www.axis.com; supports AXIS Video Hosting System (AVHS) with One-Click Camera connection

Intelligent video Video motion detection, active tampering alarm, audio detection

Alarm triggers Intelligent video, external input

Alarm events File upload via FTP, HTTP and email; notification via email, HTTP and TCP; external output activation; video recording to local storage

Video buffer **AXIS P1311:** 16 MB pre- and post alarm

AXIS P1343/-E, AXIS P1344/-E: 48 MB pre- and post alarm

AXIS P1346/-E, AXIS P1347/-E: 64 MB pre- and post alarm

Installation aids Focus assistant, pixel counter

AXIS P1343/-E, AXIS P1344/-E, AXIS P1346/-E, AXIS P1347/-E:
Remote back focus

Casing Camera: Metal (zinc)

AXIS P1343-E/P1344-E/P1346-E/P1347-E: IP66- and NEMA 4X-rated, IK10 impact-resistant aluminum enclosure
Color: white NCS S 1002-B

Processor and memory

AXIS P1311: ARTPEC-B, 64 MB RAM, 32 MB Flash

AXIS P1343/-E, AXIS P1344/-E: ARTPEC-3, 128 MB RAM, 128 MB Flash

AXIS P1346/-E, AXIS P1347/-E: ARTPEC-3, 256 MB RAM, 128 MB Flash

Power **AXIS P1311/P1343/P1344/P1346/P1347:** 8-20 V DC or Power over Ethernet (PoE) IEEE 802.3af

AXIS P1311: max. 2.8 W, PoE Class 1

AXIS P1343/P1344: max. 6.4 W, PoE Class 2

AXIS P1346: max. 9.6 W, PoE Class 3

AXIS P1347: max. 9.0 W, PoE Class 3

AXIS P1343-E/P1344-E/P1346-E/P1347-E: PoE IEEE 802.3af
max. 12.95 W or High PoE max 25.5 W

Connectors RJ-45 10BASE-T/100BASE-TX PoE

3.5 mm mic/line in, 3.5 mm line out

Terminal blocks for power, 1 alarm input and 1 output

Local storage SD/SDHC memory card slot (card not included)

Operating conditions

AXIS P1311/P1343/P1344/P1346/P1347: Humidity 20 - 80% RH

(non-condensing)

AXIS P1311: -10 °C to 55 °C (14 °F to 131 °F)

AXIS P1343/P1344/P1346/P1347: 0 °C to 50 °C (32 °F to 122 °F)

AXIS P1343-E/P1344-E/P1346-E/P1347-E: -30 °C to 50 °C (-22 °F to 122 °F) with PoE; down to -40 °C (-40 °F) with High PoE

Approvals EN 55022 Class B, EN 61000-3-2, EN 61000-3-3, EN 55024, FCC Part 15 Subpart B Class B, ICES-003 Class B, VCCI Class B, C-tick AS/NZS CISPR 22, EN 60950-1

AXIS P1346/-E: KCC Class B

AXIS P1343-E/P1344-E/P1346-E/P1347-E: IP66, NEMA 250 Type 4X, IK10

Weight AXIS P1311/P1343/P1344/P1346/P1347: 0.6 kg (1.3 lb.)

AXIS P1343-E/P1344-E/P1346-E/P1347-E: 3.1 kg (6.8 lb.)

Included

accessories

Stand, connector kit, Installation Guide, CD with installation tools, recording software and User's Manual, Windows decoder 1-user license

AXIS P1343-E/P1344-E/P1346-E/P1347-E: Wall mount bracket, sunshield, 5 m (16 ft.) Ethernet cable with a pre-mounted gasket

More information is available at www.axis.com

*** This product includes software developed by the OpenSSL*

Project for use in the OpenSSL Toolkit. (www.openssl.org)

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39538/EN/R5/1010

Dimensions: AXIS P13-E Network Cameras and wall mount bracket with internal cable channel

88 mm (3.4")

121 mm (4.7")

140 mm (5.5")

162 mm (6.4")

405 mm (15.9")

180 mm (7.1")

204 mm (8")

30°

80 mm (3.1")

40 mm (1.6")

86 mm (3.4")

120 mm (4.7")

10 mm (0.4")

26 mm (1.0")

55 mm (2.2")

42 mm (1.7")

48 mm (1.9")

AXIS P1311 lens

AXIS P1343/-E lens

AXIS P1344/-E lens

AXIS P1346/-E lens

AXIS P1347/-E lens

56 mm (2.2")

151 mm (6.0")

46 mm (1.8")

O 85 mm (3.4")

78 mm (3.1")

154 mm (6.1")

Dimensions: AXIS P13 Network Cameras

Optional accessories Optional mounting accessories for outdoor models

For information on AXIS Camera Station and

video management software from

Axis' Application Development Partners, see

www.axis.com/products/video/software/

AXIS T90A Illuminators Lenses

Ceiling brackets with ball joint

Adapter

plate

Pole

mount

Corner

mount

Wall bracket accessories

Column mount with ball joint

AXIS T8412

Installation Display

AXIS PoE Midspan 1-port AXIS T8123 High PoE 30 W Midspan

1-port

156 mm (6.1") 107 mm (4.2")

129 mm (5.1") 80 mm (3.1")

343 mm (13.5")

Without sunshield With sunshield Wall mount arm

Back side of wall mount bracket

CDM Wireless, Inc

810 Bldg C Park Ave

Youngsville, NC 27596

919 554 1823 (main)

919 556 7037 (fax)

919 556 7480 (tech support)

www.cdmwireless.com

CDM WIRELESS, INC.

Viper 4200 Series

Architect & Engineering Specifications

12/6/2010

A&E Specification CDM Wireless, Inc.

Viper 4200 Series, 5200 Series and 7200 Series

1. WIRELESS DEVICES

A. The wireless devices (transmitter & receiver) shall have an IP67 classified enclosure

B. The wireless device shall provide three Ethernet ports on the transmitter & and two Ethernet ports on the receiver to interconnect any Ethernet-based devices, such as IP cameras, switches, infrared illuminators, VoIP phones, etc.

C. The wireless transmitter shall be IEEE 802.3af (PSE) compliant on two Ethernet ports and shall be able to deliver up to 12 watts of power to IEEE 802.3af (PD) IP devices.

D. The wireless receiver shall be IEEE 802.3af (PD) compliant on one Ethernet port. It shall be able to be powered from an 802.3af switch or the 48VDC PoE injector that is included with the device.

E. The wireless transmitters shall be IEEE 802.3af (PSE) compliant on Ethernet ports 2 & 3. It shall be able to intelligently provide power to an 802.3af compatible device.

F. The wireless device shall continuously monitor the state of the 802.3af PoE Power circuits for shorts or current overloads and take measures to protect itself and the attached 802.3af attached device.

G. The wireless device shall ship to the customer factory programmed, configured, link tested and identified. It shall ship with all the necessary hardware, software, mounting kits, weather proofing materials and PoE injector kit in order to complete a successful installation, power and access the equipment.

H. The wireless device shall have the maximum amount of bandwidth available on all Ethernet ports at all times. There shall be no limiting of bandwidth that is already inherently available on the device.

I. The wireless device shall be a Point to Multipoint router capable of transmitting, receiving and forwarding IP packets through the wireless path in real time. The wireless unit shall be able to detect increases and decreases in link quality in real time.

- J. The wireless device shall be able to prioritize PTZ control packets over video packets to minimize latency and shall be able to transmit IP packets in different ways depending on protocols used.
- K. The wireless device shall have an integrated antenna operating on 2.4, 5.4, or 5.8 GHz frequency ranges which can be modulated up to 108 Mbps.
- L. The wireless device shall be able to support both centralized polling-based and distributed CSMA/CA-based MAC protocols to create point-to-point and point-to-multipoint solutions.
- M. The wireless device shall be able to route and forward multicast traffic.
- N. The wireless device shall be in compliance with the FIPS 197 directive and support 128-bit AES encryption at the link level.
- O. The wireless device shall not limit bandwidth or packet throughput via software licensing or any other artificial means.
- P. The wireless device shall be accompanied by a detailed link analysis and radio propagation simulation and summary for each quoted link.
- Q. The wireless device must support all current 802.11 wireless standards, at least one proprietary communication protocol and have a method to employ TDMA communication protocols without additional cost or software licensing fees.
- R. The wireless device must provide monitoring protocols and management software without additional cost or software licensing fees.

A&E Specification CDM Wireless, Inc.

Viper 4200 Series

- S. The wireless device must be firmware upgradeable for the entire warranty period without additional cost or software licensing fees.

2. RADIO SPECIFICATIONS

- A. Frequency bands: 902 – 907 MHz (US, FCC Unlicensed) 2.4 - 2.462 GHz (US, FCC) 2.4 - 2.472 GHz (US, FCC) 3.67 – 3.70 GHz (US FCC, Licensed) 4.95 – 4.98 GHz (US, FCC, Public Safety) 5.17 - 5.850 GHz (US, FCC) 5.470 - 5.725 GHz (Europe, ETSI) B. Non-overlapping channels: 29 (US, FCC), 22 (Europe, ETSI) C. Modulation: OFDM (BPSK, QPSK, 16-QAM, 64-QAM) D. Modulation speed: Up to 108 Mbps E. TX power: 17 - 26dBm, depending on configuration and regulatory constraints F. RX Sensitivity 2.4 GHz: -95dB@1Mbps, -90dB@11Mbps H. RX Sensitivity 5 GHz: -88dB@6Mbps, -71dB@54Mbps I. Integrated Antenna: 16 dBi at 2.4 GHz, 20 dBi at 5 GHz

3. POWER SPECIFICATIONS

a. Transmitter

- i. PoE Input: 48 VDC (via 110/240 AC/DC supply)
- ii. Power Output: IEEE 803.3af (PSE) compliant on Ethernet 2 & 3.
- iii. Power Consumption: 11W (max.)

b. Receiver

- i. PoE Input: 802.3af (PD) or 48 VDC (via 110/240 AC/DC supply)
- ii. Power Consumption: 11W (max.)

4. ENVIRONMENTAL SPECIFICATIONS

- A. Operating Temperature: -40 to 65C (-40 to 140F) B. Operating Humidity: 100% (wind driven rain) C. Weather rating: IP67 D. Wind survivability: >165 mph

5. PHYSICAL SPECIFICATIONS

A. Construction: Cast Aluminum B. Finish: Beige powder coat C. Dimensions (inches): 10" (h) x 10" (w) x 3.5" (d) D. Unit Weight: 3.75 lb. E. Mounting: Universal mounting system included

6. NETWORK SPECIFICATIONS

A. Interface:

a. Transmitter

i. Three (3) 10/100 Ethernet RJ-45 auto-sensing ports (10/100BaseT)

b. Access Point

i. two (2) 10/100 Ethernet RJ-45 auto-sensing ports (10/100BaseT)

A&E Specification CDM Wireless, Inc.

Viper 4200 Series

B. Protocols: RTP/IP, UDP/IP, TCP/IP, HTTPS, VRRP, NTP, DNS, DHCP, ARP, WDS

C. Remote management: SSH, IP, MAC Telnet, Win GUI, HTTPS, FTP, Serial Console

D. (MAC) protocols: Centralized Polling-based, Distributed CSMA/CA-based E.

Multicast traffic: Supported: Additional Configuration Required F. UPnP support

Supported: Additional Configuration Required G. SNMP support Supported: Additional

Configuration Required H. GPS Support: Asynchronous NMEA 0183, NMEA/RTCM or simple text

7. NETWORK SECURITY SPECIFICATIONS

A. Authentication: RADIUS server MAC enabled B. VPN: EoIP, VLAN, PPOE, PPTP,

IPIP, L2TP C. Encryption: AES 128/256, Triple DES with CBC-MAC, RADIUS, EAP

D. Security: SSL based authentication

8. CERTIFICATIONS AND REGULATIONS

A. FCC Title 47 Part 15, Subpart

B. IP67 rated for outdoor use

9. Warranty

Two (2) years, parts and labor

10. Included with Model numbers

A. Universal Mounting kit B. PoE Injector kit C. Weather proofing hardware D. Factory programming, configuration, link testing and identification E.

Configuration/Management software

11. CDM Wireless Model Numbers

A. Viper 4201-T Triple Port, 54mbps 802.3af Transmitter w/integrated antenna

B. Viper 4201-AP Dual Port, 54mbps 802.3af Access Point w/integrated antenna

C. Viper 4201-T12 Triple Port, 54mbps 12VDC Transmitter w/integrated antenna

D. Viper 4201-AP12 Dual Port, 54mbps 12VDC Access Point w/integrated antenna

E. Viper 4200-LK Single Wireless Link, 54mbps 802.3af Access Point & Transmitter

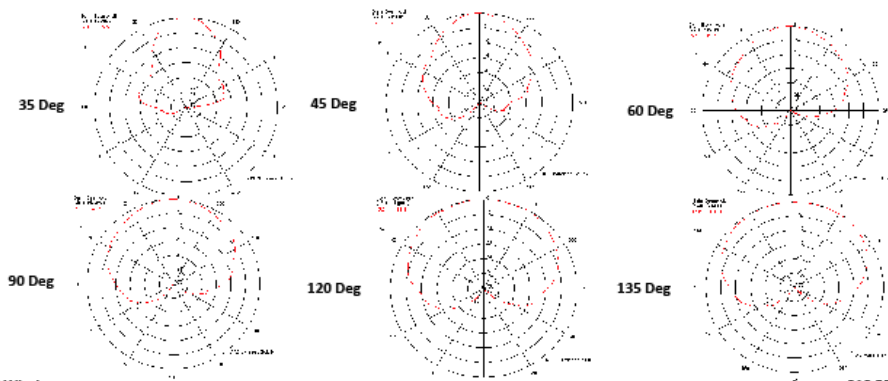
ANT.VS58/320.0048
Data Sheet



Antenna Characteristics

Frequency Range	4.94-5.875 GHz	Length x Width x Depth	23" x 6.4" x 3.3"
Gain	14.5-20 dBi	F/B Ratio	>25 dBi
Polarization	Vertical	Operating Temp	-49F to 149F
Cross Pol Isolation	>30 dBi	Pole Size	2.0" - 3.0"
Max VSWR	1.4:1 Typ 1.7:1 Max	Weight	6.0 lbs
Vpol Beamwidth (3dB)	7.5 degrees	Wind Survivability	125 mph
Windloading	1.0ft ²	Cabling	4 ft N-female to N-female
Lightning Protection	90V fast discharge	Mechanical downtilt	30 degrees

RF Patterns Horizontal Cut



CDM Wireless
810 Park Ave
Youngsville, NC 27596

919 554 1823 Sales
919 556 7480 Tech
www.cdmwireless.com

Bids shall be for furnishing all equipment, labor, materials, services and supervision necessary or required for the complete and proper performance of the work called for in the Contract Documents. Bids shall include North Carolina State and local sales tax, license, use, and excise tax, and federal excise tax and any other state, federal, and local taxes applicable. The Owner reserves the right to reject any or all bids, to waive any irregularities in bidding, and to award a contract for any part of the project, or the project as a whole.

3.0 EXECUTION

3.1 INSPECTION

- A. Inspect the areas and conditions under which units are to be installed. Do not proceed with the work until conditions are satisfactory.
- B. **The contractor is responsible for all licenses and permits required to complete this work and submit a copy of all inspections: rough, finish to include the Final Certificate of Occupancy. The contractor will provide all materials and labor to complete the work to the satisfaction of the Housing Authority of the City of Winston-Salem.**

3.2 INSTALLATION

- A. Field assembly work: perform minor field assembly work to install certain fragile or projecting parts that were not installed at the factory.
- B. Set each component of work securely and accurately, level and properly aligned with other components and other work. Anchor as required for secure and stabilized operation.

3.3 PUNCH LIST

- A. All per-contract work has been performed, inspected and deemed as acceptable by the HAWS and all City-required mechanical inspection have been performed up written Punch list: At the point of substantial completion, contractor shall request a written punch list from assigned Housing Authority of W-S Project Manager/Construction Inspector (NOTE: the term “substantial completion” to mean that to including “FINAL” Inspections).
- B. Punch list Completion: Perform all punch list work in a timely manner and Notify the HAWS Project Manager/Director upon completion. Director to Verify completion of punch list and work.

3.4 TESTING AND INSTRUCTIONS

- A. Test each item of operational equipment. Provide maintenance manuals.
- B. The vendor should describe the support to the HAWS staff to manage and utilize the system after installation.
 - Include expert to expert training for at least five members of the HAWS staff.
 - The Video Surveillance System Vendor shall conduct formal on-site training sessions. It shall be the responsibility of the Vendor to coordinate time and location of training sessions with the Owner. Provide documented general instruction as follows:
 - Provide instruction to the maintenance personnel to include the location, inspection, normal maintenance, testing, and operation of all system components.
 - Provide instruction to designated personnel on the functions and operation of the system provided including capabilities, limitations, and the meaning of status messages. State the proper procedure for testing, routine maintenance, and request for service. Provide detailed instruction on the operation of the system operation.
- C. Provide all pertinent warranty information to owner.
- D. The Vendor shall provide a warranty of the installed system against defects in material and workmanship for a period of one (1) year from the date of completion. Any equipment shown to be defective shall be replaced, repaired, or adjusted free of charge within the warranty

period. All labor and materials shall be provided at no expense to the Owner.

- E. The contractor will be responsible for and pay all costs for repairing and making good any damage to any HAWS property caused by the contractor or their agents in fulfilling the terms of this work.

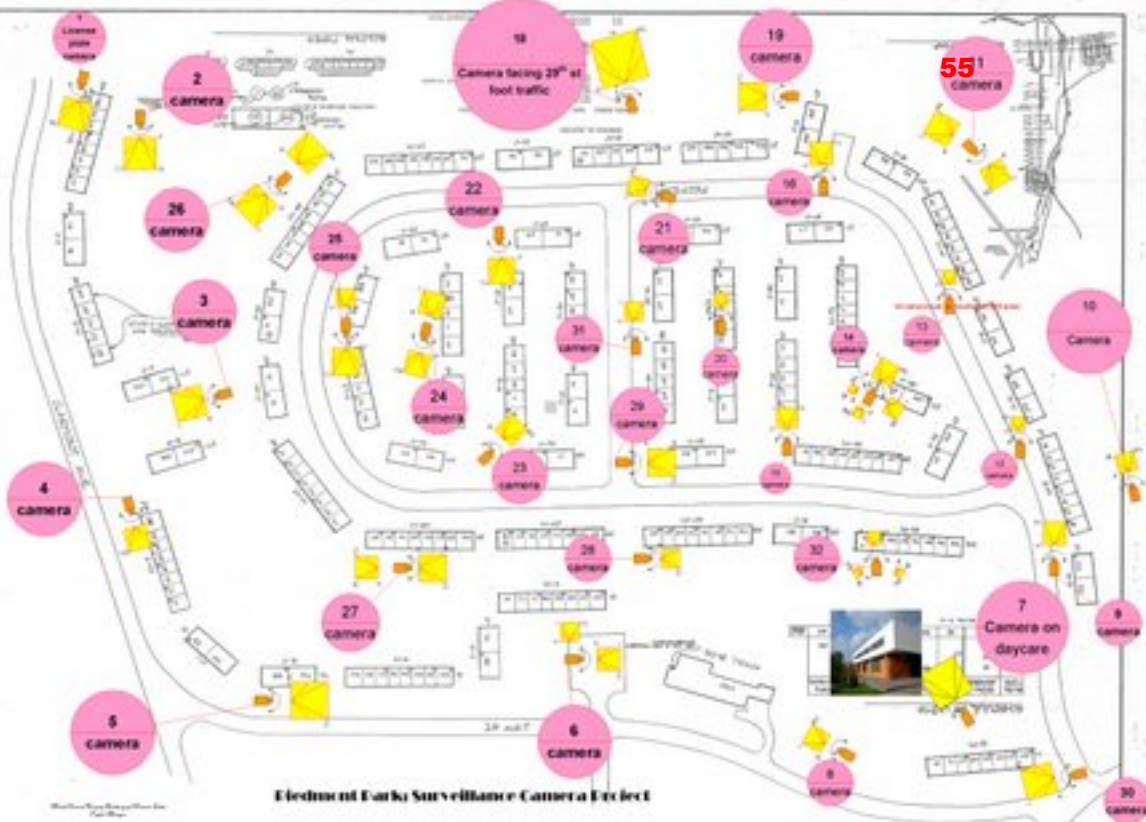
3.5 FINAL CLEANING

- A. Interior and exterior final cleaning to be performed by the contractor per the following. Removal and disposal all debris/trash from the unit/site. Wipe down all horizontal and vertical surfaces to remove dust etc. Remove all stickers and labels completely. Grade area within the work zone, re-seed grass with straw and/or soil stabilization fabric/matting at any place where soil has been disturbed.

3.6 COST SECTION

The vendors' proposals must include an itemized price list with the following;

- A. **Digital or Network Video Recorder (VR) systems** including features of each specific system and differences between them.
- B. **Cameras** listing all the different camera types available including a brief feature set for each one.
 - a. **Provide unit pricing for Pan-Tilt-Zoom Cameras and unit pricing for Fixed Mounted Cameras.**
- C. **Installation cost for the VR system** (please include what post installation support is included in this price).
- D. **Installation cost for the cameras** to include physical installation, camera focusing, and testing, as needed (please include what post installation support is included in this price).
- E. **Cost of client(s)**, if required, to view the cameras and stored images. Any limits to the number of cameras must be included in the proposal.
- F. **Price for three (3) year extended maintenance** either by hour, day, or service contract with service level options (this should include readjusting, and re-focusing of cameras and configuration of the system as may be necessary).
- G. **Cost of staff training and materials.**
- H. **Cost of Server hardware and software** (MS Server 2008).
- I. **Cost of Data Cabling** (minimum CAT5).
- J. **Support response** schedule, indicating distance from Piedmont Park and the maximum time to respond via phone and the time to arrive at Piedmont Park for support needs on a normal business day.



Appendix No. 2

**(IFB 12-8214) CLOSED CIRCUIT SYSTEM FOR PIEDMONT PARK FOR THE
AUTHORITY OF WINSTON-SALEM**

- 1.0 **Introduction:** This form must be fully completed, accompanied by all required attachments, for any bidder/proposer claiming a Section 3 Business Preference (hereinafter, "Preference").
- 1.1 This fully completed form and any attachments thereto, will become a part of any ensuing contract.
- 1.2 Each bidder/proposer shall mark an "X" where provided following for all that apply to his/her claim of a Preference.
- 1.3 The bidder/proposer shall provide as an attachment to this completed form a detailed work plan clearly explaining how each following "denoted effort" or "claim" will be accomplished). Failure on the part of the bidder/proposer to include any such required attachment fully explaining the claim of the bidder/proposer shall result in the HA not considering the claim for a Preference (though the HA will, if awarded, later require the bidder/proposer to submit the information to satisfy the Section 3 requirements of the ensuing contract).
- 1.4 Please note that, even if a bidder/proposer does not complete and submit this form claiming a Preference, the HA may require this form to be completed by the successful bidder/proposer as an attachment to the ensuing contract to document the Section 3 Plan required for the ensuing contract.
- 2.0 **Current Section 3 Status:** The undersigned bidder/proposer hereby claims that it is a Section 3 business concern and claims such preference in that he/she can provide evidence that (the bidder/proposer has attached justifying documentation for each item following marked with an "X"):
- 2.1 ☐ It is 51% or more owned by a Section 3 resident:
- 2.1.1 ☐ HA resident lease;
- 2.1.2 ☐ Evidence of participation in a public assistance program;
- 2.1.3 ☐ Articles of Incorporation;
- 2.1.4 ☐ Fictitious or Assumed Business Name Certificate;
- 2.1.5 ☐ List of owners/stockholders and % of each;
- 2.1.6 ☐ Latest Board minutes appointing officers;
- 2.1.7 ☐ Organization chart with names and titles and brief functional statement;
- 2.1.8 ☐ Partnership Agreement;
-

Signature

Date

Printed Name

Company

Housing Authority of the City of Winston-Salem (HA)

**(IFB 12-8214) CLOSED CIRCUIT SYSTEM FOR PIEDMONT PARK FOR THE
AUTHORITY OF WINSTON-SALEM**

- 2.1.9 ____ Corporation Annual Report.
- 2.2 ____ At least 30% of its full time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents:

2.2.1 To justify this claim, please see the immediate following:

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of Section 3 Resident Employees
Trainees		
Apprentices		
Journeypersons		
Laborers		
Supervisory		
Superintendent		
Professional		
Clerical		
Other:		

- 2.2.2 Attach a listing of all employees listed within column (3) above, including name and total annual income.
- 2.3 ____ He/she has a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

2.3.1 To justify this claim, please see the immediate following:

(1) Name of Section 3 Firm Receiving the Subcontract	(2) Total Amount of Subcontract(s)	(3) Percentage the Subcontract(s) is/are of the Total Proposed Contract Amount
	\$	%
	\$	%

Signature

Date

Printed Name

Company

Housing Authority of the City of Winston-Salem (HA)

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AUTHORITY OF WINSTON-SALEM**

	\$	%
--	----	---

2.3.2 Attach for each firm listed immediately above:

2.3.2.1 A detailed description of the subcontracted activity; and

2.3.2.2 A fully completed Profile of Firm form.

3.0 Section 3 Preference Claim, Training and Employment Opportunities: The undersigned bidder/proposer hereby claims that it will, as detailed within 24 CFR §135.34, provide such "opportunities" as denoted following; to:

3.1 ___ Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

3.2 ___ Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);

3.3 ___ Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);

3.4 ___ Other section 3 residents.

4.0 Section 3 Preference Claim, Section 3 Business Concerns: The undersigned bidder/proposer hereby claims that it will, as a result of the contract award, and as detailed within 24 CFR §135.36, provide such "opportunities" as denoted following; to:

4.1 ___ Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);

4.2 ___ Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or

Signature

Date

Printed Name

Company

Housing Authority of the City of Winston-Salem (HA)

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4.3 ___ HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

4.4 ___ Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

5.0 As further detailed herein, which of the following priority are you claiming? (NOTE: Mark with an "X" the highest claimed Priority only.)

PRIORITY CLAIMED (Mark "X")	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: (NOTE: A maximum of 15 points awarded).
	15 points		Priority I, Category 1a: Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
	13 points		Priority II, Category 1b: Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
	11 points		Priority III, Category 2a: Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
	9 points		Priority IV, Category 2b: Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
	7 points		Priority V, Category 3: Business concerns

Signature _____

Date _____

Printed Name _____

Company _____

Housing Authority of the City of Winston-Salem (HA)

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			participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
	5 points		Priority VI, Category 4a: Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
	3 points		Priority VII, Category 4b: Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

6.0 As detailed within 24 CFR §135, Appendix I, *Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents*, denote the "efforts" your firm hereby formally commits to implement if you are awarded a contract:

- 6.1 ___ Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- 6.2 ___ Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.
- 6.3 ___ Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- 6.4 ___ Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.
- 6.5 ___ Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments

 Signature

 Date

 Printed Name

 Company

 Housing Authority of the City of Winston-Salem (HA)

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where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

- 6.6 ___ Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

- 6.7 ___ Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

- 6.8 ___ Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

- 6.9 ___ Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

- 6.10 ___ Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

- 6.11 ___ Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

- 6.12 ___ Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

Signature

Date

Printed Name

Company

Housing Authority of the City of Winston-Salem (HA)

(IFB 12-8214) CLOSED CIRCUIT SYSTEM FOR PIEDMONT PARK FOR THE
AUTHORITY OF WINSTON-SALEM

- 6.13 ___ Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 6.14 ___ Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.
- 6.15 ___ For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
- 6.16 ___ Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- 6.17 ___ Undertaking job counseling, education and related programs in association with local educational institutions.
- 6.18 ___ Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- 6.19 ___ After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
- 6.20 ___ Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.
- 7.0 As detailed within 24 CFR §135, Appendix II, *Examples of Efforts To Award Contracts to Section 3 Business Concerns*, denote following the "efforts" your firm hereby formally commits to implement if you are awarded a contract:

Signature

Date

Printed Name

Company

Housing Authority of the City of Winston-Salem (HA)

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AUTHORITY OF WINSTON-SALEM

- 7.1 ___ Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
- 7.2 ___ In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- 7.3 ___ Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.
- 7.4 ___ Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.
- 7.5 ___ For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
- 7.6 ___ Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.
- 7.7 ___ Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- 7.8 ___ Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- 7.9 ___ Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

 Signature

 Date

 Printed Name

 Company

 Housing Authority of the City of Winston-Salem (HA)

(IFB 12-8214) CLOSED CIRCUIT SYSTEM FOR PIEDMONT PARK FOR THE
AUTHORITY OF WINSTON-SALEM

- 7.10 ___ Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- 7.11 ___ Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.
- 7.12 ___ Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
- 7.13 ___ Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- 7.14 ___ Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 7.15 ___ Developing a list of eligible section 3 business concerns.
- 7.16 ___ For HAs, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.
- 7.17 ___ Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- 7.18 ___ Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.
- 7.19 ___ Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- 7.20 ___ Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- 7.21 ___ Actively supporting joint ventures with section 3 business concerns.

 Signature

 Date

 Printed Name

 Company

 Housing Authority of the City of Winston-Salem (HA)

(IFB 12-8214) CLOSED CIRCUIT SYSTEM FOR PIEDMONT PARK FOR THE
AUTHORITY OF WINSTON-SALEM

7.22 ___ Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

8.0 The undersigned bidder/proposer hereby declares:

8.1 The information within this completed form (and any attachments) is, to the best of his/her knowledge, true and accurate.

8.2 He/she is aware that if the HA discovers that any such information is not true and accurate, such shall allow the HA to:

8.2.1 NOT award the bidder/proposer a Preference; and

8.2.2 If the HA deems such is warranted (e.g. in the case of submitting information the bidder/proposer knows to be untrue), declare such bidder/proposer to be nonresponsive and not allow the bidder/proposer to receive an award.

8.3 He/she is aware that if he/she receives an award as the result of this competitive solicitation, even though he/she may not receive a Preference from the HA as a result of this submittal, he/she will still be required to, to the greatest extent feasible, implement a Section 3 Plan, including a commitment to interview and consider hiring Section 3 persons (most specifically, residents of the HA) whenever the successful bidder/proposer has need to hire additional employees during the term of the ensuing contract.

Signature

Date

Printed Name

Company

Housing Authority of the City of Winston-Salem (HA)



City of Winston-Salem

Certifies

Sample Company

As a Section 3 Owned Business Enterprise with the
City of Winston-Salem

This certificate shall remain valid until 0, 2000. This certification may be revoked by the City of Winston-Salem Minority/Women Business Enterprise Office upon the finding of ineligibility and said firm is subject to examination at any time and may be required to supply additional information for review

Notwithstanding the issuance of this certificate.

May 11, 2001

Date

Minority and Women Business
Enterprise Program Director

contact the City's Community and Business Development Office for information on certification.

Appendix No. 3

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 01/31/2014)

Applicability. This form is applicable to any construction/development contract greater than \$100,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be required in the planning and production of the work. Such

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words 'directed', 'required', 'ordered', 'designated', 'prescribed', or words of like import are used, it shall be understood that the 'direction', 'requirement', 'order', 'designation', or 'prescription', of the Contracting Officer is intended and similarly the words 'approved', 'acceptable', 'satisfactory', or words of like import shall mean 'approved by', or 'acceptable to', or 'satisfactory to' the Contracting Officer, unless otherwise expressly stated.
- (c) Where 'as shown', 'as indicated', 'as detailed', or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word 'provided' as used herein shall be understood to mean 'provide complete in place' that is 'furnished and installed'.
- (d) 'Shop drawings' means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be requests may be submitted as the need arises, but each

such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) 'As-built drawings,' as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. 'As-built drawings' shall be synonymous with 'Record drawings.'
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
 - (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment.
- waivers. Before installing the work, the Contractor shall

When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

examine the drawings and the specifications for

compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
 - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

- (f) New work which connects to existing work

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

shall correspond in all respects with that to which it

connects and/or be similar to existing work unless otherwise required by the specifications.

- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.

amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to

contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the
- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the

work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
 - (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
 - (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
 - (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
 - (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
 - (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
 - (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.
- Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the

repair of any damage that results from any defect in PHA furnished material or design.

- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required under this contract within **60 calendar** days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has

acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than **three days** in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name: Carolyn M. Jones

Title: Procurement Officer

Date: February 15, 2012

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting

Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the
 - (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit

Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
 - costs (identified with specific work to be performed);
 - Construction equipment exclusively necessary for the change;
 - Costs of preparation and/ or revision to shop drawings resulting from the change;
 - Worker's

Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and

costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall

be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of **\$200.00** [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
 - (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than **\$1,000,000**. [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than **\$1,000,000**. [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -
 - (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
 - (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
 - (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**
- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

be posted at all times by the Contractor and its

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall subcontractors at the site of the work in a prominent and

accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized

representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or

program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

- (c) Payrolls and basic records.

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
 - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
 - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds: (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Instructions to Bidders for Contracts Public and Indian Housing Programs

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

Mr. Clinton Thomas
Director of Procurement
HAWS
500 West Fourth Street, Suite 300
Winston-Salem, NC 27101

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

☒ (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

☐ (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

☐ (3) a 20 percent cash escrow;

☐ (4) a 25 percent irrevocable letter of credit; or,

☐ (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [X] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

.....	\$ 7.25
Power equipment operators:	
_Backhoe.....	\$ 7.25
_Bulldozer.....	\$ 7.25
_Crane.....	\$ 7.25
_Forklift.....	\$ 7.25
_Grader.....	\$ 7.25
Loader.....	\$ 7.25
Pan - Scraper.....	\$ 7.25
Paver.....	\$ 7.25
Tractor.....	\$ 7.25
Roofer.....	\$ 7.25
Sheet metal worker.....	\$ 7.25
Soft floor layer.....	\$ 7.25
Tile setter.....	\$ 7.25
Truck driver.....	\$ 7.25
Drywall hanger.....	\$ 7.31
Drywall Finisher/Taper.....	\$ 7.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

NAME OF CONTRACTOR	OR SUBCONTRACTOR
<input type="checkbox"/>	<input type="checkbox"/>



Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

PROJECT OR CONTRACT NO.

[illegible]

while completion of Form WH-341 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.6(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.6(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3302, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor or Subcontractor)

_____, that during the payroll period commencing on the _____, (Building or Work)

day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the fill wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 653 Stat. 108, 72 Stat. 967-76 Stat. 357, 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed;

(3) I have any apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

[illegible]

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Appendix No. 4

Schedule of Amounts for
Contract Payments

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(Exp. 01/31/2014)

109

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAS maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAS to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Project Name and Location	Project Number
---------------------------	----------------

Name, Address, and Zip Code of Contractor

Nature of Contract		Contract Number
Approved for Contractor by	Title	Date (mm/dd/yyyy)
Approved for Architect by	Title	Date (mm/dd/yyyy)
Approved for Owner by	Title	Date (mm/dd/yyyy)

Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)

Total Amount of Contract or Carried Forward \$

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized representative	Date signed (mm/dd/yyyy)
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Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.

- d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "cu. yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
 - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
 - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
1	Bond	20	Rough Carpentry		Site Improvements
2	General Conditions \1	21	Metal Bucks	44	Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	23	Weatherstripping	46	Sanitary Sewers
4	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
5	Footing Excavation	25	Stucco	48	Gas Distribution System
6	Backfill	26	Finish Carpentry	49	Electrical Distribution System
7	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting
8	Concrete Foundations	28	Glass & Glazing	51	Fire & Police Alarm System
9	Concrete Superstructures	29	Metal Doors	52	Fire Protection System
10	Reinforcing Steel	30	Metal Base & Trim	53	Street Work
11	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
12	Spandrel Waterproofing	32	Floors	55	(Other)
13	Structural Steel	33	Painting & Decorating	56	(Other)
14	Masonry	34	Screens		Equipment
15	Stonework	35	Plumbing	57	Shades & Drapery Rods
16	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
17	Metal Windows	37	Ventilating System	59	Refrigerators
18	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
19	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		Punch List \2
		42	(Other)	63	Lawns & Planting
		43	(Other)	64	

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

Instructions

Headings. Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

Columns 1 and 2. The "Item Number" and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000.

Column 3. Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

Certifications. The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16.

The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself /herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

Certification of the Contractor or Duly Authorized Representative

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner) _____ and (contractor) _____

dated (mm/dd/yyyy) _____, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount \$ _____

Approved Change Orders:

2. Additions (Total from Col. 3, form HUD-51002) \$ _____
 3. Deductions (Total from Col. 5, form HUD-51002) \$ _____ (net) \$ _____
 4. Current Adjusted Contract Amount (line 1 plus or minus net) \$ _____

Computation of Balance Due this Payment

5. Value of Original Contract work completed to date (from other side of this form) \$ _____

Completed Under Approved Change Orders

6. Additions (from Col. 4, form HUD-51002) \$ _____
 7. Deductions (from Col. 5, form HUD-51002) \$ _____ (net) \$ _____
 8. Total Value of Work in Place (line 5 plus or minus net line 7) \$ _____
 9. Less: Retainage, _____ % \$ _____
 10. Net amount earned to date (line 8 less line 9) \$ _____

11. Less: Previously earned (line 10, last Periodic Estimate) \$ _____

12. Net amount due, work in place (line 10 less line 11) \$ _____

Value of Materials Properly Stored

13. At close of this period (from form HUD-51004) \$ _____
 14. Less: Allowed last period \$ _____
 15. Increase (decrease) from amount allowed last period \$ _____
 16. Balance Due This Payment \$ _____

I further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.

Name of Contractor _____ Signature of Authorized Representative _____ Title _____ Date (mm/dd/yyyy) _____

Certificate of Authorized Project Representative and of Contracting Officer

Each of us certifies that he/she has checked and verified this Periodic Estimate No. _____; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved.

We, therefore, approve as the "Balance Due this Payment" the amount of \$ _____.

Authorized Project Representative _____

Date (mm/dd/yyyy) _____ Contracting Officer _____

Date (mm/dd/yyyy) _____

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729,

Previous editions are obsolete. Handbooks 7417.1 & 7450.1 form HUD-51001 (3/92) (3802)

Appendix No. 5

CONTRACT BETWEEN
THE HOUSING AUTHORITY OF WINSTON-SALEM, NC
AND

INTRODUCTION

This contract by and between the Housing Authority of Winston-Salem (hereinafter "HA"), and _____, (hereinafter "the Contractor") is hereby entered into this _____.

Services pursuant to this contract shall not begin until after an official Notice To Proceed has been issued, and shall end on the _____, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. A Notice To Proceed will not be issued until the Contractor has provided the HA with all required bonds, insurances, license's, certifications and permits. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices and all listed attachments.

1.0 Definitions:

- 1.1 **Housing Authority (HA):** Any reference herein or within any Appendix to the "Housing Authority" shall be interpreted to mean the same as the HA.
- 1.2 **Contracting Officer (CO):** The HA Contracting Officer, typically the HA Executive Director, but may be another person delegated such authority by the CEO.
- 1.3 **Chief Executive Officer (CEO):** The HA Chief Executive Officer.
- 1.4 **Information for Bid (IFB):** A competitive solicitation process conducted by the HA wherein award was completed to the responsive and responsible bidder that submitted the lowest cost.

2.0 Services and Payment:

- 2.1 **Scope of Services:** The services provided pursuant to this contract generally consist of those services for the HA as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the HA at the designated HA community and facilities. In addition, the HA shall retain the right to implement and/or enforce any item issued as a part of IFB No 12-8214. This contract is for the installation of Closed Circuit TV Systems for Piedmont Park.
- 2.2 **Provisions of any and all Work (Task Orders):** The Contractor shall not begin any additional work (other than that already detailed herein) without the receipt of a completed Contract Task Order Form (CTOF) from the authorized HA representative. This shall be completed as follows:

2.3 Cost/Value of Services:

2.3.1 **Contract Value:** The current total Not-To-Exceed (NTE) value of this contract is: _____.

The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order.

2.4 **Renewal Options:** There are no renewal options for this contract.

2.5 **Time Performance:** The Contractor will complete each assigned task as detailed within the executed HA Task Order.

2.6 Billing Method:

2.6.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

Winston-Salem Housing Authority
Attn: Accounts Payable
500 West Fourth Street, Suite 300
Winston-Salem, NC 27101

2.6.2 At a minimum, the invoice shall detail the following information:

2.6.2.1 Unique invoice number;

2.6.2.2 Contractor's name, address and telephone number;

2.6.2.3 Date of invoice and/or billing period;

2.6.2.4 Applicable Contract No 12-8214;

2.6.2.5 Applicable Purchase Order No. _____;

2.6.2.6 Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report, form HUD-51001 Periodic Estimate for Partial Payment based on a pre-approved form HUD-51000 Schedule of Amounts for Contract Payments);

2.6.2.7 Task Order, approved by the CEO or his designee; and

2.6.2.8 Total dollar amount being billed.

2.6.3 The HA will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

3.0 **HA's Obligations:** Pursuant to this contract, the HA agrees to provide the specific services detailed herein and also shall be responsible for the following:

3.1 The HA agrees to not provide to the Contractor any Task Order assigning work to the Contractor without the prior written approval of the CEO or his designee.

4.0 **Contractor's Obligations:** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:

4.1 **Supervision and Oversight:** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the HA properties pursuant to this contract.

4.2 **Qualified Personnel:** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within this contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor's normal conduct of business.

4.3 **Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with all applicable Federal, State and local laws, regulations, codes and ordinances.

4.4 **Insurance Requirements:**

4.4.1 The complete indemnity requirements are detailed within Section 11.19 herein.

4.4.2 In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

4.4.2.1 Policy of General Liability Insurance, \$1,000,000 per occurrence, \$1,000,000 aggregate together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000. The HA shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.

CLOSED CIRCUIT TV SYSTEMS FOR PIEDMONT PARK

HA CONTRACT NO. 12-8214

- 4.4.2.2 Policy of Professional Liability Insurance or Errors & Omissions coverage, minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000 with a deductible of not greater than \$1,000; **(Not applicable to this contract)**.
- 4.4.2.3 Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000 with a deductible not greater than \$1,000.
- 4.4.2.4 Worker's compensation coverage evidencing carrier and coverage amount.
- 4.4.2.5 The Contractor shall provide to the HA a one hundred percent 100% Performance and Payment Bond.
- 4.4.2.6 The Contractor shall provide to the HA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the HA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.
- 4.4.2.7 Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the HA:

Carolyn Jones
Procurement Office
Housing Authority of Winston-Salem
500 West Fourth Street, Suite 300
Winston-Salem, NC 27101

- 4.5 **Licensing:** The Contractor shall also provide to the HA a copy of the required **City of Winston-Salem and County of Forsyth** Business License. Failure to maintain this license in a current status during the term(s) of this contract shall constitute a material breach thereof.
- 4.6 **Financial Viability and Regulatory Compliance:**
 - 4.6.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.

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4.6.2 The Contractor agrees to promptly disclose to the HA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the HA in writing within 5 days of such notification received will constitute a material breach of this contract.

4.6.3 The Contractor further agrees to promptly disclose to the HA any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

4.6.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to HA within the time periods required herein.

5.0 **Modification:** This contract shall not be modified, revised, amended or extended except by written addendum/change order, executed by both parties.

6.0 **Severability:** The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

7.0 **Applicable Laws:**

7.1 **Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with all applicable Federal, State and local laws, regulations, codes and ordinances.

7.2 **Jurisdiction of Law:** The laws of the State of North Carolina shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that **Forsyth County, North Carolina** is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

8.0 **Notices, Invoices and Reports:**

8.1 All notices, reports and/or invoices submitted to the HA by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the HA:

Charlie Harvey
Director of Capital Improvements
 Housing Authority of Winston-Salem
 500 West Fourth Street, Suite 300
 Winston-Salem, NC 27101
 Phone: 336-917-6061

or if appropriate, faxed to the same # : 336-917-6061

- 8.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

or, if appropriate, shall be faxed to: _____

9.0 Disputed Billings (Charges):

- 9.1 **Procedures:** In addition to the procedures detailed within Clause No. 31 of Appendix No.1, Form HUD-5370 (11/2006), General Conditions for Construction Contracts - Public Housing Programs, in the event that the HA disputes any portion of its billing(s), the HA shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

9.1.1 The HA's representative shall, within 10 days after the HA's receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

9.1.2 If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the CO and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

9.1.3 If the CO and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, the HA shall, within 10 days thereafter, either:

9.1.3.1 pay the disputed charges and reserve the right to submit the matter to the **North Carolina** Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of **North Carolina**;

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9.1.3.2 not pay the disputed charge and submit the matter to the **North Carolina** Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of **North Carolina**;

9.1.3.3 not pay the disputed charge and allow the Contractor to submit the matter either to the **North Carolina** Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of **North Carolina**.

9.1.4 The decision from arbitration will be binding upon both parties. If the decision is adverse to the HA, the HA shall pay the HA's receipt of the decision. If the decision is in favor of the HA, the contractor will either:

9.1.4.1 clear the amount which is ordered from the HA account; or

9.1.4.2 repay to the HA the amount ordered;

Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision.

10.0 24 CFR 85.36(i), *Procurement*: Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the HA and the Contractor each agree to comply with the following provisions:

10.1 **Remedies for Contractor Breach**: Pertaining to contract-related issues, it is the responsibility of both the HA and the contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the HA or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the HA has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the HA shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, the HA shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

10.1.1 If the contractor is in material breach of the contract, the HA may promptly invoke the termination clause detailed within Section No. 2 of Appendix No. 1, Form HUD-5370 (11/2006), *General Conditions for Construction Contracts-Public Housing Programs*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

10.1.2 Prior to termination, the HA may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation,

thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The HA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).

- 10.1.3 After termination, if the contractor does not agree with the HA's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).
- 10.1.4 The response to any protest received shall be conducted in accordance with Section 7, Form HUD-5369.
- 10.2 **Termination For Cause and Convenience:** As detailed within Clause No. 34 of Appendix No. 1, Form HUD-5370 (11/2006), *General Conditions for Construction Contracts-Public Housing Programs*, attached hereto.
- 10.3 **Executive Order 11246:** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 10.4 **Copeland "Anti-Kickback" Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 10.5 **Davis-Bacon-Act:** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 10.6 **Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

- 10.7 **Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 10.8 **Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 10.9 **Copy Rights/Rights in Data:** In addition to the requirements contained within Clause No. 44 of **Appendix No. 1, *General Conditions for Construction Contracts-Public Housing Programs***, the HA has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:
- 10.9.1 Except as provided elsewhere in this clause, the HA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.
- 10.9.2 The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 10.9.3 For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the HA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the HA.
- 10.9.4 The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants the HA a license of the same scope as identified in the preceding paragraph.

- 10.9.5 The HA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the HA may either return the data to the contractor, or cancel or ignore the markings.
- 10.9.6 The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.
- 10.9.7 Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the HA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.
- 10.9.8 The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the HA except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.
- 10.10 **Access to Records:** Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 10.11 **Record Retention:** Both parties hereby guarantee retention of all required records for ten years in accordance with North Carolina state law after grantees or subgrantees make final payments and all other pending matters are closed.
- 10.12 **Clean Air Act:** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C.

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1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

- 10.13 Energy Policy and Conservation Act:** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

11.0 Additional Considerations:

11.1 Right of Joinder Pursuant to NRS 332.195:

11.1.1 Any political subdivision within the State of **North Carolina** may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms and conditions of the IFB documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.

11.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the HA contract, it is expressly understood that the HA shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

- 11.2 Non-Escalation:** Unless otherwise specified within the IFB documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

- 11.3 Funding Restrictions and Order Quantities:** The HA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HA, if:

11.3.1 funding is not available;

11.3.2 legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

11.3.3 the HA's requirements in good faith change after award of the contract.

- 11.4** Unless otherwise stated in the IFB documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this IFB, whether or not they are known to either the HA or the proposers at the time of the bid submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the IFB shall reflect all costs required by the Contractor to procure and provide such necessary permits.

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- 11.5 **Taxes:** All persons doing business with the HA are hereby made aware that the HA is exempt from paying Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 11.6 **Government Standards:** It is the responsibility of the bidder to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Air and Water Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 11.7 **Freight on Bill and Delivery:** All costs submitted by the bidder shall reflect the cost of delivering the proposed items and/or services to the locations(s) specified within the IFB documents or within the contract.
- 11.7.1 The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the HA may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 11.8 **Backorders:**
- 11.8.1 The CO must be notified in writing by the contractor within 10 days of any and all backordered materials and/or any incomplete services; and the estimated delivery date.
- 11.8.2 Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the HA, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the HA to do so.
- 11.9 **Work on HA Property:** If the Contractor's work under the contract involves operations by the Contractor on HA premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the HA's negligence, shall indemnify the HA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 11.10 **Official, Agent and Employees of the HA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

- 11.11 Subcontractors:** Unless otherwise stated within the IFB documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the CO.
- 11.12 Salaries and Expenses Relating to the Contractors Employees:** Unless otherwise stated within the IFB documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 11.13 Attorney's Fees:** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 11.14 Independent Contractor:** Unless otherwise stated within the IFB documents or the contract, the Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 11.15 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 11.16 Waiver of Breach:** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 11.17 Time of the Essence:** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 11.18 Limitation of Liability:** In no event shall the HA be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.
- 11.19 Indemnification:**
- 11.19.1** The Contractor shall indemnify, defend, and hold the HA (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court

costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "North Carolina Industrial Insurance Act," or any other law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the HA against any loss or damage which was specifically caused by the HA providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

11.19.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the HA, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the HA. If the Contractor shall fail to do so, the HA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

11.19.3 Any money due to the Contractor under and by virtue of this contract, which the HA believes must be withheld from the Contractor to protect the HA, may be retained by the HA so long as it is reasonably necessary to ensure the HA's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the HA provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the HA from any potential claims.

11.19.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

12.20 **Lobbying Certification:** By execution of this contract with the HA the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

12.20.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

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Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

12.20.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.

12.20.3 The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

12.21 Additional Federally Required Orders/Directives: Both parties agree that they will comply with the following laws and directives, where applicable:

12.21.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

12.21.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The HA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

12.21.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the HA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

12.21.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

12.21.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

12.21.6 HUD Information Bulletin 909-23 which is the following:

12.21.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

12.21.6.2 Clean Air and Water Certification; and,

12.21.6.3 Energy Policy and Conversation Act.

12.21.7 That the funds that are provided by the HA and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.

12.21.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.

12.21.9 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

13.0 Section 3 Clause: As detailed within 24 CFR 135.38, *Section 3 clause*, the following required clauses are hereby included as a part of this contract.

13.1 The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

13.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

13.3 The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers'

representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- 13.4 The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- 13.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- 13.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 13.7 With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

14.0 Appendices:

- 14.1 The following noted documents are placed under each of the noted appendix and are a part of this contract:
 - 14.1.1 **Appendix No. 1:** Form HUD-5370 (11/2006), General Conditions for Construction Contracts-Public Housing Programs,
 - 14.1.2 **Appendix No. 2:** Specific documentation pertaining to Section 3 that pertains to this contract.
 - 14.1.3 **Appendix No. 3:** The HA Purchase Order, HA Terms and Conditions, Davis Bacon General Decision, and U.S. Wage and Hour Payroll Form

14.1.4 **Appendix No. 4: All Contractor and Individual Lead Renovation Certifications must be submitted by the Contractor.**

14.1.5 **Appendix No. 5: Scope of Services, as noted in Section 14.1.7;**

14.1.6 **Appendix No. 6: The proposed fee(s) submitted by this contractor in response to the IFB, or any negotiated fee(s) that resulted thereto, which fee(s) shall apply to each procurement that ensues from this contract, and the IFB submitted by the contractor.**

14.1.7 Included by reference is any document or clause issued as a part of the IFB NO. 12-8214 that the HA may choose to include at any time during the performance of this contract or any options exercised thereto by the HA. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the HA upon written request for such from the contractor.

14.2 Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

15.0 **CERTIFICATIONS:** The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

By: _____ Date: _____
 (Title)

Housing Authority of Winston-Salem
 500 West Fourth Street, Suite 300
 Winston-Salem, NC 27101

By: _____ Date: _____
 (Title)

PLEASE PRINT A COPY OF THIS
BID PACKAGE AND BRING IT
WITH YOU TO THE PRE-BID
MEETING

A LARGER MAP WILL BE MADE AVAILABE TO YOU AT THE
PRE-BID MEETING. WE LOOK FORWARD TO SEEING YOU
SOON!